Labor Agreement
Between

The United States
Marine Corps
and the
American Federation of
Government Employees

20 Dec 2002

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PREAMBLE

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 on Federal Labor Management Relations, the following articles of this Master Labor Agreement (MLA), together with any and all amendments which may be agreed to at later dates, constitute the agreement between the United States Marine Corps (USMC), hereinafter referred to as the "employer," and the American Federation of Government Employees (AFGE), hereinafter referred to as the "council," covering the employees in the units described in Article 1.

The parties agree that the well being of employees and the efficient administration of the U.S. Marine Corps are benefited by providing employees an opportunity to participate, through representatives of the council, in decisions pertaining to personnel policies and practices that affect their conditions of employment.

The council recognizes that the mission of the employer is to provide a quick response combat capability for the United States. The employer and the council agree that the civilian employees of the USMC are integral and important members of the organization whose efficient and competent performance of duty is essential to the successful accomplishment of the Marine Corps mission. The employer and the council agree that effective labor relations are in the public interest. Since the public interest demands the highest standards of employee performance, the council and the employer agree to continue to develop and implement modern and progressive work practices to facilitate and improve employee performance and to accomplish the mission of the employer.

The parties recognize that management retains the right to assign work. All references which assign work to specific management officials are intended to provide a guide for employees, and do not limit management’s ability to designate alternate individuals within the management infrastructure.

Accordingly, this agreement prescribes certain rights and obligations of employees, the council, and the employer, and establishes procedures that meet the special requirements and needs of the USMC. The provisions of this agreement should be interpreted in a manner consistent with an effective and efficient Marine Corps.

Article 1: Recognition and Coverage

Section 1. The American Federation of Government Employees (AFGE) is the exclusive representative of all employees in the two consolidated units, which include the nonprofessional unit and the professional consolidated unit as described in decisions of the Federal Labor Relations Authority.

If either of these units is modified by the FLRA, this agreement shall apply to the unit or units as modified.

Section 2. As the exclusive representative, the AFGE has delegated to the Council of Marine Corps Locals (Council 240) the authority to act for and to negotiate agreements covering all employees in the above bargaining units. The council is responsible for representing the interests for all employees in the bargaining units without discrimination and without regard to membership in the AFGE.

Section 3. The employer will not bypass the council by entering into any agreement with other organizations that constitutes collective bargaining over personnel policies, practices, procedures or working conditions that affect employees in the above bargaining units.

Article 2: Definitions

1. Activity. An activity is an agent of the employer except as otherwise provided in this Agreement.

2. Consultation. For purposes of this agreement, an exchange of views and opinions on matters of mutual concern. Consultations and negotiations are not the same. Consultations allow discussions of a broader range of topics than negotiations. Unlike negotiations, consultations are not aimed at reaching agreements and are not subject to impasse proceedings. Consultations only require that each side duly consider the views of the other.

3. Council. The entity acting as agent for the American Federation of Government Employees, AFL-CIO, for purposes of representing the employees in the consolidated units and, along with the employer, a party to this master labor agreement.

4. Day. A calendar day (unless otherwise specified in the body of the agreement).

5. Employee. An employee in one of the consolidated units.

6. Employer. Headquarters United States Marine Corps (Code MPO), acting as the agent for the Commandant, United States Marine Corps and, along with the council, a party to this master labor agreement.

7. Local Union or Local. A component labor organization of the council, which acts as the agent of the council within the local's area of jurisdiction except as otherwise provided in the agreement.

8. Master Labor Agreement or MLA. The collective bargaining agreement executed between the employer and the council governing the personnel practices, policies, and working conditions of employees in the consolidated units.

9. Memorandum of Understanding or MOU. The document resulting from bargaining during the term of the MLA in accordance with Article 4 of the MLA.

10. Negotiate. Meet and confer, bargain, or otherwise communicate for the purpose of discussion and settlement of terms leading to a collective bargaining agreement.

11. Position. A position within one of the consolidated units.

12. (The) Statute. The Federal Service Labor Management Relations Statute, Chapter 71 of 5 U.S.C. (originally enacted as title VII of the Civil Service Reform Act).

13. Supervisor. Supervisor means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievance, or to

effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

This definition constitutes the meaning for labor-management relation's purposes but does not apply for purposes of classification and pay determination. This definition does not apply to employees who are work leaders or team leaders.

14. Acting Supervisor. An employee temporarily assigned without pay to act in the place of the supervisor.

15. Progressive Discipline. As used in this agreement, this term shall mean the procedure for evaluation by a management official to decide what the penalty shall be as part of a disciplinary action. Progressive discipline is an element of just cause and provides guidelines in assessing penalties. It does not require any rigid application of a progression of penalties but, rather requires an evaluation of whether the application of the progression of lesser penalties to more harsh penalties is appropriate. It may be entirely appropriate that more severe, or the harshest of penalties may be appropriate for even a first offense. Under this concept of progressive discipline, a manager may select any penalty considered appropriate, subject to the overall principle of just cause.

Article 3: Governing Laws and Regulations

Section 1 Applicable Policies

a. In the administration of all matters governed by this agreement, management officials and employees shall be governed by applicable law, Government-wide regulations, Department of Defense (DoD), and Department of the Navy (DON) regulations, Marine Corps regulations, orders, administrative directives, and policy statements, to the extent not replaced or otherwise modified by this agreement in existence on the effective date of this agreement.

b. The parties hereby incorporate the employer's regulations, orders, administrative directives, and policy statements that apply to bargaining unit employees. Notwithstanding that this incorporation brings such regulations, orders, administrative directives, and policy statements within the coverage of this MLA, and that such matters are hereby contained in the MLA, the parties expressly agree that such regulations, orders, administrative directives, and policy statements shall be subject to bargaining at the demand of either party, in accordance with applicable law during the term of the agreement, subject to the terms of Article 4, Bargaining During the Term of the Agreement, and the Federal Service Labor Management Relations Statute.

Section 2. Regulations becoming effective after the effective date of this agreement shall be binding upon officials and employees only to the extent that the terms of such regulations are not in conflict with the provisions of this agreement.

Section 3. Whenever an MOU under this MLA is renegotiated or renewed it must be in conformance with applicable Government-wide, DoD, and DON regulations in existence on the effective date of this agreement. This shall not preclude either party from seeking to negotiate on a subsequently-issued higher-level regulations, or an MOU impacted by such regulations provided that the terms of those regulations shall not constitute a bar to matters that would otherwise be within the scope of negotiations absent the issuance of that regulation. The scope of such bargaining shall, among other things, be governed by the rules and regulations in existence at the time this MLA became effective.

Section 4. Consistent with this MLA, the parties agree to be bound by applicable regulations governing personnel policies, practices, and general conditions of employment.

Article 4: Bargaining During the Term of the Agreement and
Labor-Management Committees

Section 1. This article addresses the ongoing bargaining relationship of the parties regarding the general and day-to-day administration of the Master Labor Agreement. It is the intent of the parties to achieve an improved and more efficient relationship. In pursuit of these objectives, the following sections will apply.

Section 2

a. Past practices pertaining to personnel policies, practices, and working conditions in operation on the effective date of this agreement will continue if they comply with applicable law and regulations, and they have not been altered or addressed by this MLA.

b. However, either party may initiate bargaining to change the employer's regulations, orders, administrative directives, and policy statements that apply to bargaining unit employees consistent with this article.

The employer will notify the council of such changes originating above the activity level that give rise to a bargaining obligation under the statute. Where such changes originate at the activity level, the activity will notify the appropriate local union.

The union will notify the employer of changes it desires to initiate during the term of this agreement. The notification will be at the council-employer level for matters effecting more than one location, and at the local level for matters involving only local issues.

Section 3. Any bargaining that might result from changes initiated by either party above the activity level will be accomplished by the employer and the council, through the Labor-Management Relations Committees described in the following sections, unless they mutually agree otherwise. Normally, bargaining resulting from changes initiated at the activity level will be accomplished by the local parties. However, either party to this MLA retains the right to transfer such negotiations to the level at which the recognition exists. In the event that the employer elevates local negotiations to the level of recognition, it shall send concurrent notice to the Council and the local union at the activity involved. In the event the Council elevates local negotiations to the level of recognition, it shall send concurrent notice to the employer and to the activity involved.

Section 4 Labor-Management Relations Committees

a. The parties agree to form a labor-management relations committee for the purpose of cooperative and non-confrontational dealings in resolving ongoing general issues, reasonably foreseeable issues, in the bargaining unit, which may include bargaining during the term of the agreement.

b. The committee shall be composed of five members from each party with each party designating its attendees for each meeting. The employer's Head of Labor Relations, or permanent designee, and the AFGE Council 240 President, or permanent designee, shall be the permanent co-chairs of the committee. Permanent co-chairs may be changed at any time with reasonable advance notice to the other party.

c. Up to two additional representatives of the parties may attend as Subject Matter Experts (SMEs). The names and qualifications of the SMEs will be provided to the other party at the same time as the names of committee members.

d. Attendance at a national labor-management relations committee meeting by employees who are committee members or SMEs will be on official time if otherwise in a duty status. Should bargaining be involved, official time will be provided for proceedings before the FMCS or the FSIP. The employer will be responsible for any other costs such as travel and per diem for the union representatives associated with such meetings.

e. Travel for committee members will be scheduled to take place during the normal workweek, with any deviation from this being at the election of the employee. In the event that the employee elects to travel outside of the normal workweek the employer's cost will be in accordance with the concept of reconstructive travel as identified in the JTR.

f. The mode of transportation to and from the established meetings shall be at the election of the traveler in accordance with the JTR.

g. During these meeting the parties will have equivalent lodging.

h. Management will pay the cost of telephone access for official telephone calls, including the cost of accessing the Internet for purposes of research at the meeting site, and place of lodging. Any long distance calls will be the responsibility of the employee.

Section 5 Schedule and Agenda

a. Meetings will be held quarterly, co-chaired by the union and the employer on the following schedule, unless agreed otherwise:

(1) 1st Week of Oct East Coast
(2) 2nd Week of Jan West Coast
(3) 1st Week of Apr East Coast
(4) 2nd Week of Jul West Coast

b. Proposed agendas and topics for bargaining shall be submitted to the other party in writing as early as possible, but no later than at least 15 days in advance of the date of the meeting, including the specific items for discussion and the names and duty stations of the party's representatives.

c. The meetings will occur at a mutually agreeable site. Meeting sites will be decided prior to conclusion of the quarterly meetings. The first meeting site will be Pensacola, Florida.

d. The committee may discuss matters of mutual concern pertaining to personnel policies and practices and working conditions that have unit-wide or serious implications. Individual complaints, grievances or appeals will not normally be discussed. If mutually agreed, matters appropriate for negotiations shall be negotiated by the LMR committee, in accordance with this article. The content and extent of such negotiations may require additional travel and per diem costs beyond the allotted meeting time shall be borne by the employer.

Section 6 Negotiations Taking Place Between Regularly Scheduled Quarterly LMR Meetings. All negotiations at the level of recognition occurring outside of the quarterly meetings shall be conducted in the same manner and under the same requirements as negotiations occurring during the regularly scheduled meetings.

Section 7. Labor-management relations cooperation committees may be established at each activity. The terms and conditions for meetings of these committees will be decided through local negotiations.

Section 8. Should the activity and the local union elect not to accomplish bargaining through a Labor-Management Committee, the following procedure shall be used:

Local Level Bargaining

(1) The party intending to make a change in conditions of employment will submit its demand to bargain in writing to the other party through the Head, Labor Relations office or the president of the local union as appropriate. If the matters proposed to be bargained are mandatory subjects of bargaining, or the receiving party is disposed to bargain, the response will be as provided in (2) below.

(2) The other party will normally submit its demand to bargain in writing within 20 days after acknowledgment of the receipt of the proposals of the moving party. If the receiving party does not submit a demand to bargain, or otherwise respond according to this section, the matter shall be considered acquiesced in and agreed to, unless the receiving party can show good cause for not responding. Initial counterproposals shall be submitted not later than seven days prior to commencement of negotiations.

(3) Negotiations shall commence on an agreeable date and be conducted at agreeable hours. Absent such agreement, negotiations shall commence on the 15th day (if a workday, otherwise the next succeeding workday) following the date the moving party received the counterproposals of the other party.

(4) Absent agreement otherwise, the parties will negotiate in the local area at an agreed site. Absent agreement, the negotiations will alternate (daily, unless the parties

agree otherwise) between a site in the local area selected by the union and a site selected and provided by the activity.

(5) Unless they agree otherwise, the parties will negotiate as long or as frequently as necessary, normally 8 hours a day, Monday through Friday, until agreement or impasse is reached (exclusive of Federal holidays).

(6) For each set of negotiations initiated by the activity which involves travel, the employer will pay the travel and per diem expenses incurred by the employee negotiators representing the local, in accordance with the JTR, provided the employee negotiators are in the local union's bargaining unit jurisdiction. The union will notify the activity of its designated representatives at least 10 days in advance of the start of negotiations. Unless otherwise agreed, the union will have equal numbers of employee negotiators on official time as management but not less than two.

(7) Any agreement reached between an activity and a local union shall be reduced to a MOU and preliminarily signed by the local parties and shall become effective only after a consistency review by the parties at the level of recognition, unless agreed otherwise. Locally negotiated MOU's shall have no force beyond the local parties thereto, but will be effective coextensive with the MLA.

(8) MOUs will be distributed consistent with Article 5, Section 12b.

Section 9. The local parties have no authority to negotiate an MOU that violates applicable law or regulation, or that modifies the terms of this MLA, or that waives a permissive right or reserved right of either party (unless a waiver of such terms is concurred in by both the council and the employer in writing).

Article 5: Rights and Responsibilities of Management and the Union

Section 1. Neither the employer nor the council will interfere with, restrain, or coerce any employee in the exercise by the employee of any right under the Statute.

Section 2. Activities will afford local unions the opportunity to be represented at any formal discussion between one or more representatives of the activity and one or more employees or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment. For discussions with employees concerning grievances, the supervisor or manager intending to hold such a discussion will provide the appropriate union representative with reasonable advance notice of the discussion. For formal discussions dealing with matters other than grievances, the supervisor or manager intending to hold such a discussion will provide the local union president, or his or her designee, with reasonable advance notice of the meeting.

Section 3. As required by 5 U.S.C. 7114(a)(2)(B), activities will afford local unions the opportunity to be represented at any examination of an employee by a representative of the activity in connection with an investigation if:

a. the employee reasonably believes that the examination may result in disciplinary action against the employee, and

b. the employee requests representation by the local union.

Section 4. Prior to communicating directly in writing with employees through surveys or questionnaires regarding conditions of employment, notice will be given to the council or the local union in writing. Where notice and/or bargaining is appropriate it will be accomplished as set forth in Article 4.

Section 5. Activities will notify local unions, in writing, in advance of initiating or discontinuing of such voluntary programs as fund drives, blood programs, and savings bond campaigns.

Section 6. The union will be afforded an opportunity to make a presentation of up to 15 minutes during new employee orientation. The first line supervisor will introduce new employees to the closest union steward during the check in process. Any time an employee moves into a new work section, the supervisor will introduce the employee to the closest union steward. Bargaining unit employee base check-in/checkout sheets will provide a block for the union, which will be initialed by the union representative.

Section 7. Employee representatives of the council or the local may solicit on behalf of the union during non-work time of the employees involved.

Section 8

a. The council and local unions may distribute literature to employees (that is not related to the internal business of the union) to the same extent that other non-work related material is distributed in the work place, provided the distribution complies with safety and security practices/regulations and does not cause a problem of litter or congestion. However, literature predominately related to internal union business may only be distributed during non-work time of the representative and the employee concerned.

b. Council local affiliates may negotiate at the activity level for a means of distributing AFGE Newsletters and/or literature.

Section 9. The employer agrees to furnish or make available to the council or the local union at no cost, the most legible data to which the council or the local union is entitled under 5 U.S.C. 7114 (b)(4). Each activity, upon written request of the local union, will furnish the local union with a semiannual listing of the names, and work locations of all bargaining unit employees and a monthly listing of newly hired employees. Any such written request must be renewed annually.

Section 10. It is recognized that in order to maintain adequate security at its facilities, from time to time management will conduct inspections/searches of employees, their vehicles, or packages.

a. When the circumstances of the inspection/search entitle the employee to compensation, such compensation will be paid as required and consistent with law and regulation.

b. Inspections/searches will be conducted with the utmost courtesy consistent with the circumstances of the inspection/search.

c. Where an employee is entitled to rely on a management personnel policy, rule, or regulation with respect to inspections/searches, for which the employee derives some benefit; or, conversely, where management's noncompliance would cause an adverse effect on the affected employee, management's own compliance with its personnel policy, rule, or regulation shall be subject to the negotiated grievance procedure.

Section 11 Leave of Absence-Union Officials

a. Any employee who is a union official may request LWOP for up to one year to serve with the union. Requests will be approved contingent upon the activity being able to reasonably provide for the employee's work being accomplished. Requests for extension of LWOP for more than one year will be granted under the same circumstances.

b. Upon return to duty after a period of LWOP, the employee will be trained as necessary. The activity will return the employee to the position which he or she held prior

to the leave or to a similar position at the same grade and pay, provided such a position is available. If the position does not exist, the employee will be placed in accordance with applicable regulations.

c. Request for annual leave or LWOP by union officials and members elected or designated by the council/local union as delegates to conventions, caucuses, council meetings, district meetings, etc., will be approved or disapproved consistent with the work needs of the activity.

Section 12

a. The MLA will be published electronically. The employer agrees to print 5,000 copies of the MLA, with 2,500 provided to the union. The council and the employer will mutually agree on a design, and the council will provide 5000 front and rear covers. All bargaining unit employees will be notified that a new MLA has been executed. Local HROs will provide a copy to employees upon request.

b. Employees will receive copies of any national or local supplements or MOUs that apply to them in the same manner as in (a) above.

Article 6: Employee Rights

Section 1. Each employee will have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal. Except as otherwise provided under 5 U.S.C. Chapter 71, such right includes the right:

a. to act for a labor organization in the capacity of a representative and the right in that capacity to present the views of the labor organization to appropriate authorities, and

b. to engage in collective bargaining with respect to conditions of employment.

c. employees shall have the right to freely discuss and engage in conversation relating to the union during work hours to the extent that they discuss other matters. However, any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a non-duty status.

Section 2

a. An employee has the right to file a grievance without interference, coercion or reprisal.

b. Employees shall have the right to union representation when grieving under the negotiated grievance procedure, or the right to represent themselves. When filing a complaint or appeal under any system other than the negotiated grievance procedure, employees shall have the right, in accordance with applicable law, rule or regulation, to be represented by a representative of their own choosing.

Section 3. Nothing in this agreement, law or regulation requires an employee to become or remain a member of any labor organization or to pay any money to the organization except pursuant to a voluntary authorization by a member for payment of dues through payroll deduction.

Section 4. Employees shall be protected against reprisal for the disclosure of information not prohibited by law or executive order which the employee reasonably believes evidences gross mismanagement, waste of funds, abuse of authority or a substantial and specific danger to public health or safety.

Section 5. Employees may be released from work without charge to leave to seek the assistance of a union representative, appropriate Human Resources Office (HRO), EEO, and Employee Assistance Program staff regarding work-related matters of personal concern to the employee. Release from work for such purposes is subject to the following requirements:

a. The employee must obtain the approval of his or her supervisor prior to leaving the work area. The employee's request, provided it is reasonable and appropriate, will be granted and will be delayed only to accommodate the legitimate work requirements of the organization. In the event that the time requested is delayed, management will notify the employee of approximate time that he or she will be released.

b. The employee will advise the supervisor of the approximate amount of time required for that purpose.

c. The supervisor will not harass or intimidate an employee seeking assistance.

d. The employee will notify the supervisor when the meeting is concluded.

e. Visits to the HRO staff require appointments, which will be promptly accommodated by the HRO staff. Visits to drop off or pick up self-service materials do not require appointments.

Section 6. Employees will have the right to be informed of the individual who is responsible for each of the following: directing their daily work, granting annual and sick leave requests, assessing performance, and handling first step grievances. When an employee's supervision changes for purposes of this section, and the change is for more than one (1) day, such notice shall be posted.

Section 7. Conversations between a management representative and a grievant (including the grievant's union representative, if any) concerning the employee's grievance will not be tape-recorded without the consent of all parties. All parties to such tape-recorded conversations will be provided a copy (upon request) of the tape recording (including a summary or transcript thereof, if any).

Section 8. Employees have the right to present their views to Congress, the Executive Branch or to other appropriate authorities without fear of penalty or reprisal.

Section 9. Subject to applicable law, rule and regulation, employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by management so long as such activities do not conflict with job responsibilities. The standard of nexus shall apply with respect to adverse actions within the meaning of 5 U.S.C. 7512.

Section 10 Financial Obligations

a. Except as necessary to comply with law (including court orders) or applicable regulations, activities will not disclose without the employee's consent, any information about the employee in response to credit verification by a financial/credit institution other than the employee's name, duty station, job title, grade, salary, and length of employment with the government.

b. Activities tasked by law (including court orders) or applicable regulations with collecting an employee's financial obligations to non-DoD activities will notify the employee through DFAS before making any withholding or deduction from the employee's pay.

Section 11 Break Periods

a. A rest period of fifteen (15) minutes will be allowed each employee twice during each regular shift of up to 10 hours, normally one in the first half and one in the second half of the shift. A rest period of ten (10) minutes duration will be allowed each employee during each period of extended shift/overtime of at least two (2) hours duration. On days when all work is overtime, or in the case of extended shifts, a rest period of fifteen (15) minutes will be allowed for each period of four (4) hours worked. Rest periods will not be added to periods of leave or the beginning or end of the employee's work shift. Management will not restrict employee mobility during rest breaks except for those positions, which require employees' constant presence. No other break time is authorized.

Break periods are not cumulative and cannot be used to extend the meal break.

Section 12. All necessary hand tools, as well as care, maintenance and servicing of such tools is subject to local negotiations. Management will continue to provide specialized tools and equipment currently furnished.

Article 7: Official Time and Steward System

Section 1. Union officers and stewards of the council or local union shall be designated by the union. These designated officers and stewards shall be recognized as employee representatives. Unless official time has been authorized by law or this MLA and approved according to the procedures of this Article, representational activity shall be performed on the non-duty time of the employees involved.

Section 2. The president of the council or his or her designee, if a member of the bargaining unit and otherwise in a duty status, will be entitled to a reasonable amount of official time to:

a. prepare and present grievances filed by the council;

b. hear and respond to grievances initiated by the employer;

c. present the council's case in an arbitration hearing;

d. attend meetings arranged by the employer;

e. represent the council in negotiating with the employer as provided in Article 4;

f. prepare and present unfair labor practice cases concerning the union and management; and

g. serve as a member of the national labor-management relations committee when designated by the council as provided in Article 4.

Section 3. The President of the Council or his designee (assigned in writing by the Council President) shall provide a list of five (5) designees to the employer who will be authorized 100% official time. Additionally, the Council President shall designate a union representative who will be authorized 25% official time.

The Council President, or designee, will provide reasonable advance notice to the employer when re-designating the recipients under this provision.

The entitlement of official time as provided in this section is subject to the following conditions:

a. The above presidents who are unit employees may not delegate their entitlement to 100 percent official time, except as provided in subsection (e).

b. The above presidents who are not unit employees may delegate their entitlement to 100 percent or 25 percent official time, as applicable, to a unit employee who is an authorized representative of the local of which the delegate is the president.

(1) Such delegations must be in writing, and will become effective 30 days after written notice is received by the activity's labor relation's office.

(2) Such delegations will continue until the delegate ceases to be president; or the designee permanently ceases to be a unit employee or an authorized representative of the local union.

c. The official time must not be used for a purpose prohibited by section 7131(b) of the Statute such as soliciting membership, campaigning for union office, or collecting union dues.

d. In addition to official time granted for other purposes, union presidents on 100 percent official time are authorized official time to attend the AFGE Annual Legislative Conference. Additional time for similar representational activities may be granted at the local level if mutually agreeable. The parties understand that lobbying is not authorized on official time.

e. Union presidents on 100 percent official time who will be absent, on leave or for other reasons, for a period of two weeks or more, may designate a bargaining unit member to act in their absence.

f. Union presidents on 100 percent official time will complete the form contained as Appendix A at the end of each pay period and forward to the Labor Relations Advisor at the local Human Resources Office.

g. On scheduled workdays union presidents on 100 percent official time will normally be on duty at least during the hours of 9 a.m. to 3 p.m.

Section 4. If otherwise in a duty status, all other recognized representatives of the local affiliates of the council will be accorded a reasonable amount of official time to:

a. discuss and investigate specifically identified complaints of employees with respect to matters covered by this MLA;

b. prepare and present grievances under the negotiated grievance procedure;

c. prepare and present a reply to a proposed disciplinary or adverse action;

d. respond to grievances against the local initiated by the activity;

e. attend formal discussions as provided by 5 U.S.C. 7114(a)(2)(A);

f. attend the examination of an employee by a management representative if the examination is in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee, and if the employee requests a union representative;

g. attend meetings arranged by management;

h. prepare and present a grievance at an arbitration hearing;

i. prepare and present employee MSPB, EEO, and OWCP appeals;

j. prepare and present unfair labor practice cases concerning the union and management; and

k. perform those functions stated elsewhere in this agreement for which official time has been expressly provided.

Section 5. Union presidents on 100 percent official time may represent bargaining unit employees at all commands covered by this MLA within local jurisdiction.

Section 6. Only one employee may be on official time to represent the council, a local union or employees in the performance of a representational function at any given time except when:

a. more than one representative has been expressly provided by this MLA or invited by management to attend a meeting; or

b. a grievance is being elevated from one step of the grievance procedure to another and it is necessary for the representatives from the two steps to transfer and briefly discuss the grievance file.

Section 7. Official time will not be used by any employee representative of the council or a local union to perform internal union business such as soliciting membership, campaigning for union office, or collecting dues.

Section 8. Employee representatives (except those entitled to 100 percent official time) must seek and obtain the approval of their immediate supervisor before engaging in a representational activity on official time.

a. The representative will advise the supervisor of the amount of official time needed, where the representative may be reached, and indicate the reason for which official time is being requested. The representative is not required to divulge evidence going to the merits of the matter for which official time is being requested, but must provide enough information to permit his or her supervisor to ascertain that the requested official time is reasonable and appropriate under this MLA.

b. The employee must obtain approval of his or her supervisor before meeting with a union representative during work time. The union representative must assure that such arrangements have been made before the representative leaves his or her job site. Upon entering a work area other than his or her own to meet with an employee, the representative (regardless of his her official time status) shall advise the immediate

supervisor of his or her presence, the employee to be contacted, and the estimated duration.

c. To minimize the amount of official time used and employee absences from assigned duties, contacts between an employee and his or her representative during working time will normally take place at or near the vicinity of the employee's work place. The employee's supervisor will arrange a suitable place for the employee and the representative to meet.

d. The supervisor will grant such requests for official time if operational considerations permit and the requested official time is reasonable and appropriate. If the decision of the supervisor is unacceptable, the local union may refer the matter to the activity's labor relations representative.

e. The representative (unless on 100 percent official time) will return to duty promptly after completing his or her representational activity and advise the immediate supervisor of his or her return.

Section 9. An employee's use of official time to carry out representational functions shall not influence his or her performance appraisal. Employee representatives having spent insufficient time in their official duties to be rated thereon, will not be provided an annual performance rating of record until such time as they shall have spent sufficient time in the performance of their official duties as to permit management to provide, consistent with applicable regulations, an annual performance appraisal. When in the above circumstances employee representatives have not been given an annual performance appraisal, such employees, as necessary for reduction-in-force (RIF) purposes only, will be given a modal rating in accordance with applicable RIF regulations.

Section 10. Each activity will recognize a reasonable number of stewards and make official time, in the amount and circumstances described elsewhere in this agreement, available to the stewards it recognizes subject to the following provisions:

a. To assure that an employee will have ready access to a steward for representational purposes (including formal discussions) at the first step of the grievance procedure, the union will appoint the steward or officer closest to the employee's work site.

b. If an assigned steward lacks the expertise or is unable to perform an authorized function because of absence, the supervisor's inability to approve official time because of operational considerations or because of a legitimate conflict of interest between the grievant and the steward, the local union president will assign the next closest steward or officer to represent the employee.

Section 11. Each activity will recognize local union presidents and such other union officials as a local may designate. Those who are employees will be entitled to official time in accordance with and as expressly provided by this agreement.

Section 12. Within 30 days after the effective date of this agreement, each local union will provide the appropriate activity with a current list of stewards and other employees who have been designated to represent the local union. The local union will notify the activity's labor relations officer in writing in advance of the effective date of any changes in the list of designated representatives.

Section 13. Except as specifically provided by this MLA, representatives of the council and its local affiliates will not be accorded travel and per diem expenses associated with their representational activity.

Section 14. For purposes of this agreement, the employee authorized 100% official time will adhere to the language contained in Article 15. Absence and leave will be reported to the Human Resources Director (HRD) or Satellite Office Manager, who will act in a supervisory role for such purposes. The employee additionally must report to the HRD or Satellite Manager any meetings which take the employee away from the duty station.

Article 8: Facilities and Services

Section 1 Office Space

a. Each local union will be provided a minimum of 300 gross square feet of space for its office and administrative use.

b. The activity where the council president is located will provide an additional minimum space of 200 gross square feet for the council office. Council and local union spaces will be contiguous, unless agreed to otherwise.

c. Additional space, location of space, utilities, and other office amenities are subject to negotiations between the activity and the local union affiliate.

d. Nothing in this section is intended to diminish existing union office space or other facilities currently in use under existing agreements and/or practices.

Section 2 Meeting Space. Upon advance request by the local union, the activity will provide space for meetings with employees for use outside of the normal work hours of the employees involved, provided that controlled space is available. The local union is responsible for leaving such space in a clean and secure condition and for abiding by all local rules regarding the use of such space and facilities.

Section 3 Activity's Guard Mail System. The local union and its representatives may use the Guard Mail service for regular representational communication (e.g., grievance correspondence or memos to management) with local union representatives, management officials, and the employees involved. The employer does not assume any responsibility for the security of items placed in the activity Guard Mail, nor does it guarantee delivery or timeliness of delivery.

Section 4 Manuals and Directives. Local unions that routinely received copies of manuals, regulations and directives that are maintained by the activity and that pertain to civilian personnel matters will continue to receive them electronically during the life of this MLA. Local unions will be able to obtain activity directives (e.g., orders, bulletins) published electronically during the life of this MLA that pertain to employee working conditions. Upon request and subject to operational considerations, the Human Resources Office shall allow the recognized employee representatives of the local access to unclassified manuals, regulations, and directives that it maintains, and which pertain to civilian personnel matters and the legitimate representational functions of the local. Access to other manuals, decisions and published materials pertaining to the legitimate representational functions of the local union that are maintained by libraries and other offices of the activity will be arranged by the Human Resources Office upon request of the local union.

Section 5 Bulletin Boards. Each local union may continue to post literature on bulletin boards or other authorized areas where it enjoyed posting rights on the effective date of

this agreement, unless changed pursuant to Article 4. Each local union may post literature on designated bulletin boards or in other agreed upon areas. Posting will conform to normal security requirements. Posting is not permitted in areas not specifically authorized.

Section 6 Telephones

a. To ensure that employee representatives have a reasonable opportunity to communicate with employees, other local union representatives, and management officials, the employer agrees that union representatives may use existing activity telephones for authorized representational duties, when such use does not interfere with the activity's requirements. This agreement does not extend to toll facilities except as provided below. Telephone service for the exclusive use of the union will be at union expense to include both installation and rental (except for a class B [on base] telephone), which may be negotiated pursuant to Article 4.

b. It is recognized that local union representatives may receive calls at their workstation concerning their representational duties. Such representatives are expected to limit such calls to the shortest possible time it takes to respond in order to minimize time away from work. Access to DSN, outside of the union office, for authorized representational activities will be arranged by the activity labor relation's officer (or his or her designee) on a case-by-case basis.

c. The employer shall provide one DSN line to the office of Council 240 and one DSN line to each officially assigned union office on the installations at no cost to the union. DSN service is limited to official calls between union and management or between union local and union local. This service shall not be used for any matter not appropriate for official time as defined in the Master Labor Agreement.

d. It is recognized local union representatives may receive e-mails concerning their representational duties. These e-mails must be forwarded to the representative's union account if any. In the event there is no union account, they may be dealt with at the work site on official time or in a non-duty status. Union officers may respond to *de minimus* e-mails (six (6) minutes or less) immediately, and report their official time at the end of the day. Official time must be approved for those that take more than six (6) minutes.

e. Union stewards and officials will be given e-mail accounts and access.

Section 7 Research and Information Resources Available to the Union

a. The parties recognize the rapid advances being made in electronic technology, especially electronic communications. Union access to such tools as local area networks (LAN), tack boards, electronic bulletin boards, video-teleconferencing (VTC) capability and the like under the employer's control will be shared with the council and locals. The manner in which this will be accomplished will be subject to bargaining at the council or local level, as appropriate.

b. In addition to access to conventional libraries or other facilities, the employer agrees to provide equivalent access to on-line research services such as Personnet, FEDS, or similar LAN or telephone-based research aids at no cost to the union if there is no additional cost for such access. Where such usage or access charges are in effect, the matter of such costs may be negotiated locally.

c. Each local union office on base will be provided one (1) government owned computer for LAN access. Should NMCI be implemented within the Marine Corps, the parties will negotiate provision of seats for the on-base union office at the time assumption of responsibility dates are established for the activities.

Article 9: Employee Records

Section 1 Official Record Requirements. All official employee records will be maintained in accordance with applicable law, rule, or regulation to include the Privacy Act. The employer agrees to abide by and enforce all the privacy safeguards relating to employee personnel and medical records within its authority.

Section 2 Access to Records

a. Employees, or their union representative designated in writing, shall have reasonable access to examine any document in their Official Personnel Folder with the exception of records restricted by applicable law or regulation. Requests may be made to the servicing Human Resources Office by the employee or representative to facilitate obtaining the OPF from the HRSC. When the OPF is received, HRO will contact the employee to arrange a time for the employee and/or designated union representative to review the record. OPFs will be provided to employees within a reasonable time after the request.

b. Generally, upon reasonable request of the employee or his designated union representative, the activity will provide without cost to the employee a copy of any document in the Official Personnel Folder and/or medical records not restricted by law or regulation. The employee recognizes his or her responsibility to safeguard any copy so provided.

c. Employees will have reasonable access to and copies of their own medical records maintained by the government and under the control of an activity except as restricted by applicable law or regulation.

d. The term "reasonable" as used in this section includes, but is not limited to, consideration of such matters as the timeliness of the request, the frequency of such request, the cost of copying and the quantity of documents requested.

Section 3 Outdated Records. Upon review, any material not authorized to remain in the Official Personnel Folder will be removed and disposed of in a manner consistent with protecting the sensitivity of the material.

Section 4 Supervisor's Notes

a. Notes or diaries maintained by a supervisor with regard to his or her work unit or employees are not official records, but are merely an extension of the supervisor's memory.

b. Such notes or diaries, to the extent that they contain personal observations on individual employees, must be maintained in a secure and private manner and will not be disclosed to any unauthorized person. The supervisors notes will never leave the employees chain of command.

c. These notes and diaries may not be used as documentary evidence in a disciplinary or adverse action. However, to the extent they are relied upon in reaching a disciplinary decision, they shall be provided to the grievant.

Article 10: Disciplinary and Adverse Actions

Section 1. The employer and the union recognize that the public interest requires maintenance of efficient operations through high standards of employee performance and conduct and impartial enforcement of laws, rules, and regulations; and that discipline is a managerial tool intended to correct deficiencies in employee behavior. Disciplinary and adverse action will be timely and taken against an employee only for just cause as will promote the efficiency of the service.

Section 2. In keeping with the concept of progressive discipline, actions imposed should be the minimum, in the judgment of the disciplining official, that can reasonably be expected to correct and improve employee behavior and maintain discipline and morale among other employees. All circumstances being the same in an activity disciplinary or adverse action case, the concept of like remedies for like offenses will be applied. This provision shall not prevent the employer from taking any appropriate action but shall require a reasonable basis when there is deviation from the concept of progressive discipline.

Section 3. An employee who is to be questioned in connection with an investigation may request representation by the union at any time that he or she reasonably believes that disciplinary action may result. If the employee requests representation, no questioning will take place until the union has been given a reasonable opportunity to be present. A copy of any written statements made by an employee will be provided to the employee or his or her designated representative. Supervisors, employees, union representatives, and others involved in an investigation will not disclose any information gained through such investigations except in the performance of their official duties.

Section 4. Disciplinary and adverse actions will be initiated without undue delay after management becomes aware of the facts and circumstances of an offense that warrants such action. If there is to be a delay in making a determination whether or not to take an action, the concerned employee will be advised in writing that action is being considered and an estimated date by which such determination will be made.

Section 5 Disciplinary Actions. Disciplinary actions are letters of reprimand and suspensions of 14 days or less under Subchapter I, 5 CFR, Part 752. (Letters of caution, admonishment and/or requirement are not disciplinary actions and are not filed in the Official Personnel Folder. Such actions taken against an employee must be timely and supported by just cause, and are grievable by the employee through the negotiated grievance procedure). Procedures for effecting disciplinary actions are as follows:

a. Letter of Reprimand. A letter of reprimand will state the reason(s) for its issuance, and inform the employee of the right to grieve under the negotiated procedure. A letter of reprimand will remain in the employee's Official Personnel Folder for a period of one year unless removed earlier as a result of a grievance or arbitration decision.

b. Suspensions of 14 days or Less

(1) An employee will be given advance written notice stating the specific reason(s) for the proposed action. The employee will be given 10 days to present an oral and/or written reply to the proposal. The employee will be given a copy of the material, if any, relied upon to support the reason(s) given in the notice.

(2) An employee who has been issued an advance written notice of suspension may request an extension of time in which to reply to the notice. The official designated to receive any reply will make a decision on such a request.

(3) Normally, an employee will be given a written decision within 10 days after the expiration of the time allowed for the employee's response. The decision notice will advise the employee of the specific reason(s) for the decision and of the right to grieve the action under the negotiated grievance procedure.

Section 6 Adverse Actions. Adverse actions are removals, suspensions of more than 14 days, reduction in grade or pay and furloughs of 30 days or less, as included in Subchapter II, 5 CFR, Part 752. Actions based solely on unacceptable performance are addressed in Article 29. Adverse action shall be taken for such cause as will promote the efficiency of the service. Adverse actions will be effected in accordance with applicable regulations and according to the following procedures:

a. An employee will be given at least 30 days advance written notice of an adverse action, except in those cases where there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed and except, with respect to furloughs, pursuant to 5 CFR 752.404(d)(2). The employee will be given at least 15 days to present any oral and/or written reply, except in those cases where there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, and except with respect to furloughs pursuant to 5 CFR 752.404(d)(2). A copy of the material relied upon to support the reasons given in the notice will be provided to the employee or his or her designated representative.

b. An employee who has been issued an advance written notice of adverse action may request an extension of time in which to reply to the notice. The official designated to receive the reply will make a decision on such a request.

c. Normally, the employee will be issued a written notice of final decision within 15 days after the expiration of the time allowed for the employee's response. The written decision will inform the employee that he or she has the right to appeal to the Merit Systems Protection Board (MSPB) or to file a grievance under the negotiated grievance procedure, but not both.

Section 7. The provisions of Section 6 of this Article shall not apply with respect to the following; (a) employees serving a probationary or trial period; (b) employees serving on a temporary appointment limited to 1 year or less; (c) re-employed annuitants; (d) non-preference eligibles serving in the excepted service with less than 2 years of

service; (e) a preference eligible in the excepted service who has not completed one year of current continuous service in the same or similar positions; and (f) the termination of an employee's temporary promotion.

Section 8. Alternative Discipline. Alternative discipline (AD) is a program to offer employees a discipline agreement as an alternative to formal discipline. The process is more positive with a less punitive tone, placing emphasis on changing behaviors while retaining the services of the employee. The employee signs an agreement, which is less of a hardship, but acknowledges and agrees to items specified within the agreement.

Management will process a formal disciplinary action through the decision phase. Prior to initiating the formal action the employee may be offered an alternative discipline agreement, which if agreed to and successfully completed would eliminate the implementation of the formal discipline for a period of up to one (1) year, at which time it would be remitted without further action, subject to section b(3)(d) below. Failure to agree to the alternative or complete the requirements of the agreement would result in the formal disciplinary action being taken.

a. General Intent of the Parties With Regard to AD

(1) Alternative discipline cannot be used if the disciplinary action decided upon is removal.

(2) It is recognized that management retains the right to discipline and determine the disciplinary action or alternative discipline to be employed. Under no circumstances is AD required to be used. Normally, AD will be applied in an equitable manner, although special circumstances may apply among similarly situated employees, employees may expect generally similar treatment regarding AD.

(3) Each disciplinary action will be evaluated on a case-by-case basis with no previous case considered to be precedent setting.

(4) Employees may request that AD be utilized and may offer suggestions as to the AD to be employed. The deciding official retains the right to elect to use AD and then to select an AD other than the one suggested.

(5) When AD is used, an agreement is prepared and signed by the parties involved. By signing an AD agreement, the employee agrees to waive all rights to grieve, appeal, complain, or otherwise take action based on the disciplinary decision. The employee agrees to waive all rights to grieve, appeal, complain, or otherwise take action as a result of the terms and/or conditions of an AD agreement. Although, the employee waives their right to grieve, appeal, complain, or otherwise take action on the disciplinary decision, they retain these rights solely to the extent that there is a dispute as to whether or not the employee or the agency has complied with the terms of the AD agreement.

b. AD Process

(1) Step 1**:** During the oral reply phase of the disciplinary process, the employee or their representative may discuss AD options with the deciding official. The formal disciplinary process is completed, but not implemented; management determines that AD has a strong probability of affecting the constructive discipline. An AD is identified.

(2) Step 2: The employee is advised in writing that this case can be settled via AD and the option chosen. The employee accepts AD in lieu of the formal discipline and admits that they engaged in the misconduct, accepts responsibility for it, and agrees not to do it again. The employee, in consultation with appropriate representation, if any, will be given seven (7) days to consider the AD offer. If the employee rejects the offer, the deciding official or their designated representative will document that the offer was made and may proceed with an appropriate traditional form of disciplinary action. If the employee agrees to the AD, the AD agreement will be signed.

(3) Step 3: An AD settlement agreement is developed identifying:

(a) The formal disciplinary action as an attachment.

(b) A statement that the employee admits to engaging in the improper conduct, recognizes the misconduct, and promises not to engage in it again.

(c) The alternate discipline and conditions to be met to satisfactorily fulfill the terms of the agreement.

(d) Acknowledgement that this settlement will be retained, as a record of discipline, for the same period as the formal disciplinary action would have been retained.

(e) Acknowledgement that failure to satisfactorily fulfill the requirements of the agreement will result in the implementation of the formal disciplinary action.

(f) A statement that the agreement was entered into voluntarily, and that the employee waives all grievance, appeal, and or complaint rights.

(g) A statement that this agreement does not preclude management from taking appropriate action regarding any other misconduct not covered by the agreement.

(h) A statement that the agreement is non-precedential and will not be cited for any other proceeding.

(i) A statement that the agreement is not confidential and can be discussed with parties with a need to know.

(4) Step 4: All parties involved will sign the agreement to include the employee, their representative, the supervisor, deciding official, and the personnel representative.

After signing the agreement the employee will be given a cooling off period of seven (7) days to reconsider the AD agreement. Should the employee elect to revoke the AD agreement during the cooling off period, they must submit notice of this revocation in writing to the deciding official or their designated representative before the expiration of the seven (7) days. If the AD is revoked management may proceed with an appropriate traditional form of disciplinary action. If AD is revoked during this period, neither party may use any admission made during the process in any later proceeding.

Article 11: Grievance Procedures

Section 1. Except as provided in section 3, this shall be the exclusive procedure available to the parties, and employees to resolve grievances over any matter involving the interpretation or application of this MLA, supplemental agreements, MOUs or any matter involving the application of rules and regulations, personnel policies, practices and other matters affecting working conditions. The local parties shall establish Alternative Dispute Resolution (ADR) programs. Where not already in existence Alternative Dispute Resolution Procedures (ADR) will be negotiated at the local level. Grievants are encouraged to use ADR procedures to the extent not precluded by this article. (An example of an ADR program is found at Appendix B to this agreement.) It is understood that not all grievable situations are suitable for ADR, and use of the ADR process is voluntary by either party. Use of the ADR process does not prejudice the employee's grievance rights, (time limits will be suspended while participating in the ADR process).

Section 2. Complaints concerning the following matters may not be raised under the negotiated grievance procedure:

a. any claimed violation of Chapter 73, Subchapter III, Title 5 of the United States Code (matters relating to prohibited political activities);

b. retirement, life insurance, or health insurance;

c. a suspension or removal under Section 7532 of Title 5 (National Security);

d. any examination, certification, or appointment;

e. the classification of any position, which does not result in the reduction in grade or pay of an employee;

any matter precluded by law;

g. mere non-selection for promotion from a properly ranked and certified list of candidates;

h. the mere adoption or granting of (or the failure to adopt or grant) a suggestion or award;

i. notice of a proposed disciplinary or adverse action under 5 U.S.C. 4303, 5 U.S.C. 7502 or 5 U.S.C. 7512 may be contested through the reply procedures of Article 10, Article 25 or Article 30 as applicable, but may not be grieved under the provisions of this Article;

j. management's decision to offer or not offer alternative discipline;

k. any matter decided by Office of Workers Compensation Programs (OWCP),

Department of Labor (DOL);

interim appraisals; and

notice or implementation of a RIF, which adversely affects any employee.

Section 3

a. The following actions may be filed under the statutory appeal procedure or the negotiated grievance procedure, but not both.

(1) Performance based actions under 5 U.S.C. 4303.

(2) Adverse actions under 5 U.S.C. 7512.

(3) Discrimination under 5 U.S.C. 2302(b)(1).

b. Pursuant to the Statute, an employee shall be deemed to have exercised his or her option under this section when, on or after the effective date of the appealable action, the employee timely pursues a formal written EEO complaint or initiates a notice of MSPB appeal under the statutory procedures, or pursues a written grievance in accordance with this Article, whichever event occurs first.

c. Selection of the ADR or negotiated grievance procedure in no manner prejudices the right of the aggrieved employee to request, as appropriate, the MSPB or EEOC to review the final decision in the case of any personnel action that could have been appealed to the MSPB or the EEOC. For the purpose of seeking review by the MSPB or EEOC, the decision of the activity head in the negotiated grievance procedure will be considered the final decision, in the absence of the timely invocation of arbitration. Nothing in this agreement shall constitute a waiver of any further appeal or review rights permissible under the Statute.

d. Before filing a grievance alleging discrimination, the employee must first discuss the allegation with an EEO counselor. The employee must contact the counselor within 45 days after the event causing the allegation or after the date the employee became aware of the event. Discussions between an employee and an EEO counselor do not preclude an employee from opting to select the negotiated procedure provided that such grievance is initiated within 15 days of the conclusion of the counseling.

Section 4

a. The only representative an employee may have under this negotiated grievance procedure is a union representative. An employee may pursue a grievance without union representation, but the local union will be given the opportunity to have a representative present at all discussions between the employee and management concerning the employee's grievance. Any adjustment of the grievance must be consistent with the terms

of the MLA and any supplemental labor agreement. A copy of any written settlement/decision will be furnished to the union.

b. At grievance meetings the union will be entitled to have the same number of people present as management unless agreed to otherwise. The union's numbers will include the grievant.

Section 5. Additional evidence relating to a particular grievance may be introduced at any step of the grievance procedure. Issues (other than grievability/arbitrability issues) must be raised at step 1. Any new issue must be directly and integrally related to the particular action/incident underlying the grievance.

Section 6. Except for matters excluded by law from coverage under a negotiated grievance procedure, issues of grievability/arbitrability will be raised no later than step 2. Grievability/arbitrability issues shall be treated as threshold issues at arbitration. Either party intending to contest a grievance as excluded by law will notify the other at least 30 days in advance of the hearing. When such advance notice is not given and the exclusion by law is raised at the hearing, the party raising the bar will pay the full cost of the arbitrator's fees and expenses if the raising party prevails on the issue of the bar.

Section 7. Dissatisfactions and disagreements arise occasionally in any work situation, therefore, the filing of a grievance shall not reflect unfavorably on an employee's good standing, performance, loyalty, or desirability as an employee to the Marine Corps.

Section 8 Procedures for Grievance Filed by Employees. It is recognized that the grievance process should be a quick and efficient resolution of the issue. Before filing a grievance employees are encouraged to discuss issues of concern to them with their supervisors.

Grievances at each step will provide, at a minimum:

(1) A summary of the relevant facts;

(2) The provisions of the MLA or MOU allegedly violated, if any;

(3) Relief being sought;

Whether or not a representative is desired. If a representative is desired the name must be provided to the deciding officer.

b. Steps of the Grievance Process:

(1) Step 1. Grievances are to be presented in writing to the employee's immediate supervisor within 21 days after the event, which gave rise to the grievance or within 21 days after the date the employee reasonably should have known of the event. The written notice must clearly apprise the supervisor of the fact that a grievance is being presented.

Upon receipt of a grievance, the supervisor will forward a copy to the cognizant Department Head and Head Labor Relations. Within 7 days after receipt of the grievance, the Department Head (or his or her designee) and Supervisor will meet with the grievant and their representative. Within 14 days after receiving the grievance the Department Head shall render a written decision to the employee and representative via the supervisor. Nothing in this step precludes the supervisor and the grievant from resolving the grievance within the time limits set.

(2) Step 2**.** If the employee is not satisfied with the decision at step 1, and desires to proceed to step 2 the employee (or the employee's representative) must submit a grievance in writing to the head of the activity within 14 days after the decision at step 1 was received by the employee. A copy of the written decision at step 1 must accompany the written grievance. Within 14 days after receiving the grievance, the head of the activity (or his or her designee) shall meet with the grievant and the union representative, and render his or her decision in writing to the grieving employee. If the grievance is not resolved at step 2 the union may refer the grievance to arbitration as provided in Article 12.

c. The following grievances will be initiated as indicated:

(1) Grievances resulting from suspensions of 14 days or less will be initiated at step 1.

(2) Grievances pertaining to suspensions of 15 days or more, removal, reduction in grade or pay, furlough of 30 days or less, rating and ranking as provided by Article 31, or the denial of a within-grade increase are to be initiated at step 2.

Section 9 Procedures for Grievances Filed by a Local Union or an Activity. If a dispute arises between the local parties, either the president of the local union or the head of the activity (or their respective designee) may file a written grievance with the other party. The grievance must be filed within 14 days after the event that gave rise to the grievance or within 14 days of the date that the grieving party should have reasonably known of the event-giving rise to the grievance. Any such grievance must include the same information as required in section 8(a), above. Within 14 days after the grievance was filed, the parties will meet and attempt to resolve the grievance. If the grievance is not resolved within 14 days after it was filed either party may refer the matter to arbitration. For the purpose of this section, a grievance shall be deemed to have been filed on the date received by the other party.

Section 10 Procedures for Grievances Filed by the Council or the Employer. If a dispute arises between the national parties concerning matters covered by this MLA, the aggrieved party may grieve the matter by submitting a grievance in writing to the other party within 14 days after the event giving rise to the grievance, or within 14 days of the date the grieving party reasonably should have known of the event giving rise to the grievance. Any such grievance must include the same information as required in section 8(a), above. For the purpose of this section, the president of the council and the

head of the employer's labor relations office (or their respective designees) are the persons who may file/receive a grievance on behalf of their organizations. These parties may meet and discuss the matter. If the grievance is not resolved within 14 days after it was filed, the matter may be referred to arbitration. For the purpose of this section a grievance shall be deemed to have been filed on the date received by the other party.

Section 11. The time limits at any step of the negotiated grievance procedures, including initial filing, may be extended by the mutual consent of the parties.

Section 12. Should the deciding official at step (1) fail to comply with applicable time limits, the employee or the union may proceed to step (2) of the grievance procedure. Failure of the employee or his or her representative to observe the time limits shall constitute withdrawal and termination of the grievance.

Section 13. Multiple grievances over the same issue may be initiated as either a group grievance or as a single grievance at any time during the time limits of step 1. Such grievances may be combined by mutual consent of the parties as a single or treated as multiple grievances. Either party can elevate grievances to the level of recognition.

Article 12: Arbitration

Section 1. If a grievance remains unresolved after the grievance procedure has been exhausted; arbitration may be invoked as follows:

a. The local union or the council may invoke arbitration on employee grievances by serving a written notice upon the activity that arbitration has been invoked. To be timely, such notice must be served not later than 7 days after the next scheduled union meeting and in any event notice will be served within 30 days after the date the decision at step 2 was delivered to the employee, or date the decision should have been delivered.

b. The local union or an activity may invoke arbitration on grievances filed by either of these parties (or their respective agents) by one party serving upon the other written notice that arbitration has been invoked. To be timely, such notice must be served not later than 7 days after the next scheduled union meeting and in any event notice will be served within 30 days after the decision is received by the local union or the activity.

c. The council or the employer may invoke arbitration on grievances filed by either of these parties (or their respective agents) alleging a violation of the MLA by the council or the employer serving upon the other written notice that arbitration has been invoked. To be timely, such notice must be served no later than 14 days after the decision is received by the council or the employer.

d. In arbitrating a grievance, no arbitrator has the authority to render an award that would add to, subtract from, modify or violate this MLA. Arbitration awards resulting from grievances concerning a locally negotiated MOU have no precedential value beyond the activity wherein the dispute arose.

e. When an arbitration notice is sent to a party it must be sent by certified mail or hand delivered to the Head, Labor Relations, and will be deemed to have been served on the date of certified mailing or delivery.

Section 2. Disputes over the grievability or arbitrability of a grievance shall be submitted to the arbitrator as a threshold issue in the dispute. Grievability and arbitrability is a preliminary question that must be resolved at the earliest stage of the process. Arbitrators must attempt to resolve this issue at the earliest possible date so that the parties do not waste resources preparing for their entire case before knowing whether or not the case is indeed arbitrable. Therefore, when there is a dispute over grievability or arbitrability of any issue, the arbitrator:

a. may request written briefs on the matter in dispute from all parties;

b. in the event of factual disputes which must be resolved to decide the request, may arrange the taking of evidence as part of a pre-hearing session, (telephonic testimony via conference call is acceptable for this purpose);

c. shall issue a written decision before setting the date for the arbitration hearing;

d. shall not hold the arbitration hearing if the arbitrator decides that all the issues in dispute are not arbitrable or grievable.

Section 3. The local parties shall jointly create a panel of six (6) arbitrators from which to select. The parties will contact the first arbitrator on the list for a hearing date no later than seven (7) days after the local union approves the arbitration. The hearing will be scheduled on the first date the arbitrator has available no sooner than thirty (30) days nor more than ninety (90) days after the date arbitration was invoked. If a date within this time period is not available, the parties shall contact the next arbitrator on the panel. In subsequent cases the next arbitrator on the panel shall be contacted. If an arbitrator has not been selected within 60 days after invoking arbitration, the arbitration will be untimely, absent mutual consent.

Section 4. The employer or the activity shall provide facilities for the arbitration of grievances, which will normally be at the site of the activity where the grievance exists.

Section 5. Subject to section 2 above, the procedures to conduct an arbitration hearing shall be determined by the arbitrator. When an employee-initiated grievance is being arbitrated, the grieving employee shall be in a pay status for the duration of the hearing if otherwise in a duty status. At least fourteen (14) days prior to the arbitration hearing the parties will exchange:

a. proposed witness lists, including a brief synopsis of the expected testimony of each witness; and

b. copies of documents, with an index, proposed to be offered into evidence.

Employee witnesses having direct knowledge of the case and necessary for a full and complete hearing will be in a pay status to the extent necessary to permit their testimony if otherwise in a duty status. Upon request from the union, the activity will arrange necessary witnesses' work schedules, and place them in a duty status during the hearing. Bargaining unit employees attending hearing, as observers, shall be counted against union training allocation. Either side may have up to two representatives present at the hearing, unless agreed otherwise by the parties. One activity employee designated by the union as its representative for the arbitration proceeding shall be authorized official time for the duration of the hearing as provided in Article 7. The second, if any, can only be authorized official time for the hearing itself; they may not be authorized official time for preparing or representing the grievant in any way prior to the hearing.

Section 6. The arbitrator's fees and expenses shall be shared equally by the parties. Each party will bear the travel and per diem expenses of its witnesses.

Section 7. The parties concerned shall attempt to jointly frame the issues for the arbitrator. If they cannot agree on the framing of the issues, each party shall separately frame the issues and the arbitrator shall determine the issues to be heard. Once an arbitrator has been selected there will be no *exparte* communications with the arbitrator, unless agreed to by the local parties.

Section 8. No arbitrator has the authority to compel the taking of a transcript. If the parties mutually agree to the need for an official transcript, the cost will be equally shared by the parties. If only one party wants an official transcript or recording, the requesting party will pay for the cost of the transcript or recording and no copy will be made available to the other party. However, the union may request a copy of any transcript in the possession of the U.S. Government consistent with the provisions of the Freedom of Information Act. An unofficial recording may be made by either party providing it does not interfere with or interrupt the hearing.

Section 9. The arbitrator's award shall be final and binding; however, either party may file an exception to the arbitrator's award in accordance with applicable law and regulation. The arbitrator will be requested to render a decision within 30 days.

Section 10. In presenting a case before an arbitrator, the parties may mutually agree to limit the time available for their presentations, including opening statements, examination of witnesses, cross examination of witnesses, and closing statements or argument. They may also mutually agree to such other arrangements as waiving post hearing briefs, requesting an award without opinion, or requesting a bench decision.

Section 11 Remedial Authority of the Arbitrator. The arbitrator shall have authority to fashion remedies in accordance with this agreement.

Article 13: Overtime

Section 1 Definition. Overtime will be that work defined by law and regulation of appropriate authorities as overtime work.

Section 2 Assignments. The supervisor determines when overtime work is required and makes assignments of that work to employees under his or her supervision. Employees will not be denied overtime based on approved leave.

Section 3 Notification. Management will notify the employees of planned overtime assignments at least 48 hours in advance of an overtime requirement. If an overtime situation exists which precludes the normal notification, the supervisor will notify the employees when he or she makes the determination. Employees will be notified whether the overtime requirement is voluntary or mandatory. As soon as the overtime requirement ceases to exist management will notify the employees.

Section 4 Distribution

a. When overtime is required and familiarity with the project or special skills are required for continuity or efficiency, employees normally assigned to the duties will perform the overtime work.

b. When special skill or familiarity with the project are not required for the performance of an overtime assignment, supervisors will solicit volunteers for such overtime assignments by announcing the particulars of the overtime assignment to the employees in the needed job category who are on duty at the time.

(1) If more employees volunteer than are needed, the supervisor shall go to the voluntary overtime roster, as provided in section 5 below, and assign the overtime to the volunteer (or volunteers if more than one employee is needed) beginning with the name immediately below the last person on the roster to have worked a voluntary overtime assignment.

(2) If there are no or too few volunteers and employees have to be directed to work overtime assignments, the supervisor shall go to the mandatory roster, as provided in section 5 below, and assign the overtime to the employee (or employees) beginning with the employee immediately below the last person on the mandatory overtime roster to have worked a mandatory overtime assignment.

Section 5 Overtime Rosters. Overtime rosters will be established at the level of the immediate supervisor prior to overtime being worked. All employees performing the same or similar duties on a regular basis are to be included on the same overtime roster, and are to be listed in order of their service computation date (from most to least senior). The overtime rosters will be made available to the employees on the roster.

a. Rosters for each job category will be maintained and labeled "voluntary overtime"

and another for each job category will be maintained and labeled "mandatory overtime".

b. If needed, another roster will be maintained and labeled "call back overtime". If a sufficient number of employees volunteer for the call back roster, it will include only the volunteers (listed in order of service computation date from most to least senior). Otherwise, the call back roster will include all employees eligible for the call back assignments (beginning with volunteers, from most to least senior service computation date and followed by non-volunteers from least to most senior service computation date). The first assignment under any of the above rosters will be made to the first names on the roster.

c. Employees assigned (either on a permanent or a temporary basis) to a supervisor's work unit after the rosters are established will be placed at the bottom of the roster.

d. If an employee is detailed or otherwise temporarily reassigned out of a supervisor's work unit, the employee shall not be considered available for overtime assignment under the losing supervisor's overtime roster for the duration of such temporary assignment.

e. Any details on the establishment of the overtime roster not covered above will be subject to local level negotiations.

Section 6 Call Back

a. An employee who is called back to work at a time outside of and unconnected with his or her scheduled hours of work within the basic work week will receive a minimum of 2 hours of overtime pay.

b. Unless a call back overtime assignment requires special skill, familiarity with the work, or quick responses, call back overtime will be rotated among employees pursuant to subsection c.

c. When it is first determined that call back assignments are necessary, the official responsible for call back will use the call back roster and make the assignment starting with the first name on the roster that he or she is able to contact. As successive call back assignments are necessary, the official responsible for call back will commence calling or making assignments with the name immediately below that person who last worked a call back assignment and make the assignment to the first employee or employees that he or she is able to contact.

d. Electronic Devices. Call back will be accomplished in accordance with the provisions of this Article. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if the employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted.

(1) Employees who own electronic communication devices may volunteer the numbers to be included on the rosters used for this purpose.

(2) The Agency may offer beepers, cell phones, and or other electronic devices to employees on a fair and equitable basis to be voluntarily carried by the employees for this purpose.

(3) Volunteering to use these devices shall in no way constitute an agreement to restrict the movement of employees under call back status.

(4) If the employees are required to carry an electronic device for this purpose it shall be in accordance with the provisions of Section 7, Standby Status, below.

Section 7 Standby Status. Employees in a standby status have their movement restricted and will be in a pay and duty status in accordance with regulations of appropriate authorities, to include when required to carry an electronic device for the purpose of the article.

Section 8 Home Calls. An employee covered by FLSA who is called by someone from the activity, or acting on behalf of the activity, to perform work at home at a time outside of and unconnected with the scheduled hours of work within the basic work week will receive overtime pay in minimum increments of 1/10 hour (6 minutes) for time spent performing the work, including the time spent on the call(s).

Section 9 Compensatory Time

a. When overtime work is performed, employees will have the option of electing to receive either compensatory time off or overtime pay for overtime worked.

b. Employees have 26 pay periods from the pay period in which the compensatory time was worked to use it. Use of compensatory time is subject to the same procedures as those for requesting and obtaining approval of annual leave.

Section 10 Relief From Extensive Overtime. In order to alleviate adverse effects on employees who are required to work overtime on a regular basis, employees will be allowed to have one weekend (two consecutive days) off per month. When conditions arise where the employer reasonably believes this provision would jeopardize operations, the parties may negotiate appropriate short term arrangements deviating from this section.

Article 14: Details and Temporary Promotions

Section 1. A detail is a temporary assignment of an employee to another position (or set of duties) for a specified period with the employee normally returning to his or her regular duties at the end of the detail.

Section 2. Employees may be detailed to another position at the same grade level, a higher-grade level or a lower grade level; or to a set of duties, which have not been classified. OPM and agency directives and the MLA shall apply to detail assignments.

Section 3. Details of more than 30 consecutive days to a position of a different title, series and grade must be documented and recorded in the employee's Official Personnel Folder (OPF). Details of less than 31 days will be documented by the supervisor and provided to the employee. The employee may update his or her Personal Qualifications Statement to reflect the temporary assignment and have the amended statement placed in his or her OPF.

Section 4. When a unit employee is temporarily assigned to a position within the unit classified at a higher grade for more than 30 days, the employee, if qualified, shall be temporarily promoted for the period of the assignment.

Section 5. Temporary promotions in excess of 120 days shall be made under competitive merit staffing procedures. Prior service under all temporary promotions or details to higher graded positions within the preceding 12 months is included in the determination of the 120-day limitation. Details to higher graded positions and temporary promotions of 120 days or less need not be filled through competitive procedures.

Section 6. Non-competitive details and temporary promotions will be assigned in compliance with applicable rules and regulations. Procedures for assignment of such details will be subject to local negotiation.

Article 15: Absence and Leave

Section 1. Employees will earn leave in accordance with applicable law and OPM regulations. Leave charges will be in increments of 6 minutes.

Section 2 Annual Leave

a. The use of annual leave is a right of the employee, however, management is responsible for determining when annual leave may be taken and for scheduling it on an equitable basis. Management has the right to cancel or modify the leave requested provided management discusses it with the employee. Cancellation of approved leave normally needs to be based on the necessity for the employee's services. Leave must not be canceled for arbitrary or capricious reasons. Cancellation of leave is not disciplinary in character and must not be used as a punitive measure.

b. A tentative vacation schedule will be established at the first supervisory level based on employee requests for annual leave (or compensatory time) submitted by the date established by the supervisor, but no later than 1 April and no earlier than 30 January of each calendar year. If approval cannot be granted for all employees requesting leave for a particular time frame, conflicts will be resolved in accordance with individual seniority, based on service computation date. This provision is not intended to permit the senior employee to reserve all the preferred leave periods. Accordingly, when a senior employee's request conflicts with the requests of more junior employees for more than two leave periods, the senior person will promptly identify the two periods he or she wants approved on a priority basis. Any remaining leave conflicts will be similarly resolved among the next most senior employees, with no employee being allowed to exercise his or her seniority priority for more than two preferred periods. Employees who have scheduled leave in this manner will be given preference over employees who may request leave at a later date. All leave requests will be confirmed by completion of an OPM-71, Requests for Leave.

c. Employees may request annual leave (or compensatory time) for periods not scheduled above at any time during the calendar year. Such requests will be submitted in advance, and when required by the employee's supervisor, an OPM-71 will be used to document the leave request. Requests for annual leave under this subsection will be considered and acted on in the order that they are received, with preference going to the individual who first made the request. If the requests are received on the same day, preference will be shown to the individual with the greatest seniority based on service computation date. Supervisors will promptly approve or disapprove employee leave requests.

d. Management will make every reasonable effort to grant requests from employees for at least eighty consecutive hours (six consecutive shifts for firefighters) of annual leave every year. This provision is not intended to prohibit any employee from submitting a request to schedule more than eighty consecutive hours of annual leave.

e. Approved annual leave, standing alone, will not be the basis for disciplinary actions.

f. Employees may donate and/or receive donated annual leave consistent with applicable leave sharing regulations.

g. Employee requests for advances of annual leave will be processed in accordance with applicable regulations. Requests for advances of annual leave up to the amount that would be earned during the remainder of the leave year will be approved unless there is just cause for disapproval (e.g., a reasonable belief the employee will leave [or be removed] from his or her employment during the leave year).

Section 3 Unscheduled Annual Leave

a. An employee who is unable to report to duty due to emergency or unforeseen circumstances is responsible for notifying his or her supervisor as soon as possible. Shift workers, including firefighters, must make every reasonable effort to cause their supervisor to be notified as far in advance of the start of their scheduled shift as possible. Other employees will cause their supervisor to be notified as soon as possible but no later than two hours after the beginning of his or her scheduled starting time at work. Such notification will include the employee's name, reason for absence, and estimated duration of absence. Any absence beyond the estimated duration will also be reported.

b. The supervisor (or designee) may approve or disapprove the request at the time of the initial notification. Alternatively, the supervisor (or designee) may acknowledge the notice, and defer the approval or disapproval of the requested leave until the employee returns to work. Upon return to work, unscheduled leave requests will be confirmed by completing an OPM-71, Request for Leave.

c. Annual leave for unscheduled reasons will be approved, if available, if the employee establishes that the basis for the request is valid and that the employee could not reasonably be expected to report for duty.

Section 4 Sick Leave

a. Sick leave is an earned benefit which must be granted when an employee is incapacitated for the performance of duty by sickness, injury, pregnancy and confinement, treatment for disabled veterans, or otherwise permissible under provisions of the Family and Medical Leave Act, or Federal Employees Family Friendly Leave policies and can also be used for absences such as when an employee:

(1) receives medical, dental or optical examination or treatment;

(2) provides care for a family member who is incapacitated by a medical or mental condition or attends to family member receiving medial, dental, or optical examination or treatment;

(3) provides care for a family member with a serious health condition;

(4) makes arrangements necessitated by the death of a family member or attends the funeral of a family member;

(5) would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or

(6) must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

The supervisor (or designee) has the authority and responsibility to determine that the nature of the employee's illness was such as to incapacitate the employee for his or her job, and that the other reasons for which sick leave is granted are true.

b. Each employee is responsible for notifying his or her supervisor when unable to report to work because of illness or injury. Shift workers, including firefighters, must make every reasonable effort to cause their supervisor to be notified as far in advance of the start of their scheduled shift as possible. Other employees must cause their supervisor to be notified as soon as possible but no later than two hours after the beginning of the employee's assigned work shift. In unusual circumstances, such as serious accidents or illnesses, management will exercise due consideration in enforcing the reporting requirements. Unless notification is made for more than one day, the employee must contact the supervisor within the above notification periods for each day of absence.

(1) The supervisor (or designee) may approve or disapprove the request at the time of the initial notification, or may acknowledge the notice, and defer the approval or disapproval of the requested leave until the employee returns to work or provides documentation containing satisfactory evidence of incapacitation for duty during the period of the absence, which may be self certification.

(2) Upon return to work, unscheduled sick leave requests will be confirmed by completing an OPM-71, Request for Leave.

c. Employees requesting sick leave for more than three consecutive days shall furnish documentation containing satisfactory evidence of incapacitation for duty during the period of the absence. This documentation may be in the form of:

Medical certification;

(2) Certification from a physician or other health care professional; or the employee's written statement in cases where the illness was not treated by a physician, and where the statement contains satisfactory evidence of incapacitation for duty during the

period of absence.

d. A medical certificate in support of an application for sick leave of three workdays or less normally will not be required. Such certificates may, however, be required in individual cases if the supervisor has reason to believe the employee has abused sick leave entitlement.

e. An employee will not be given a letter of requirement and required to provide medical certification for each absence because of claimed illness or medical appointment unless there is a pattern of sick leave such as illustrated below:

(1) a pattern of sick leave on the workday after paydays, before or after a weekend, a holiday, or a period of approved leave; or

(2) intermittent sick leave use of short duration with vague or inadequate excuse.

In such cases, the employee may be counseled that his or her sick leave record is questionable and advised that if the record does not improve, the employee may be placed on sick leave restriction requiring a medical certificate for each absence due to a claimed illness or medical appointment. If this warning does not bring about an adequate improvement in the sick leave record, or if the supervisor determines that counseling/warning is inappropriate, the employee will be advised in writing that all future requests for leave because of claimed illness or medical appointments must be supported by a medical certificate. The requirement for a medical certificate will be rescinded in writing at such time as improvement in the employee's sick leave record warrants.

f. Approval for sick leave for medical, dental or optical examinations shall be secured in advance. If the appointment cannot be made for non-work hours, the employee should schedule the appointment for a time early in the work shift or close to the end of the shift in order to minimize the time away from work.

g. If the absence is approved and the employee does not have sick leave, the absence will be carried on annual leave if available.

h. Advance sick leave may be granted in cases of serious disability or illness. Such requests must be supported by medical certification.

i. Time spent by employees on the day of injury obtaining initial examination and/or treatment for a job related injury would not be charged to leave.

j. Approved sick leave normally will not be the basis for disciplinary actions. This provision, however, will not prevent the activity from initiating an action based on excessive absences (e.g., removal based on unavailability for work).

Section 5 Court Leave

a. Court leave shall be granted in accordance with applicable law and regulation.

b. Any employee selected for jury duty will apprise his or her supervisor of that fact, and pursuant to applicable law and regulation, will not be required to report to the workplace during jury service. If an employee is not required to report for or is excused from court for a portion of the day, he or she will be expected to report for work if the employee can report and work for two or more hours or the employee may take annual leave for the period of interim excuse from jury duty.

Section 6 Registration and Voting

a. When the polls are not open at least three hours either before or after an employee's regular hours of work, he or she may be granted an amount of administrative excused time to vote which will permit the employee to report for work three hours after the polls open or to leave work three hours before the polls close, whichever requires the lesser amount of time off. An employee whose residence is beyond the normal commuting distance and in a location where absentee ballots are not permitted may be excused, not to exceed one day, for the necessary trip.

b. For employees who vote in jurisdictions which require registration in person, excused time will be granted on the same basis as for voting, except that no time will be granted where registration can be accomplished on a non-work day and the place of registration is within reasonable one-day, round trip travel distance of the employee's place of residence.

Section 7 Excused Absences of Short Duration. With respect to tardiness and brief absences, supervisors may:

a. excuse employee absences of not more than 59 minutes (this limitation does not apply to activity heads or their designees);

b. require the employee to take annual leave, or approve a request from the employee for LWOP; or

c. if the absence is not approved, place the employee in an absent-without-leave status for the period of the absence.

Section 8 Family and Medical Leave Act

a. The Family and Medical Leave Act (FMLA) provide substantive legal entitlements to employees regarding leave in certain specified circumstances. The Office of Personnel Management and the Department of Defense have issued implementing guidance concerning this Act.

b. The employer agrees to implement this Statute consistent with OPM and DoD

guidance as well as this MLA.

c. The parties further agree that employees on leave covered by the FMLA and this Article will report at least once per pay period to the employer regarding their intention to return to work. Such reports may be made to the employer by telephone.

Section 9 Family Friendly Leave Policies. The parties recognize the importance of adopting family friendly leave policies as a worthy goal in itself and in order to provide a productive and worker friendly workplace. With this in mind, the parties agree to the following in implementing these policies:

a. The parties will support and encourage workers in balancing the demands of work and family and to apply existing statutory authorities to ensure a family friendly workplace.

b. Family leave policies provide a range of options designed to assist employees in balancing the needs of work and family. These options include use of sick leave for family care, including, but not limited to, routine medical and dental appointments, and sick leave for adoption. Additionally, leave transfer and/or leave-bank programs are available, along with excused absence for bone marrow and organ donation. Work and family needs may also be addressed by use of leave without pay, compensatory time off, alternative work schedules and credit hours. Subject to workload considerations and other legitimate work-related factors, supervisors and managers will support these policies to the maximum extent practicable.

c. It is understood that employees must meet eligibility requirements for entitlement to the benefits described in this article.

d. Provided that other leave requirements are satisfied, employees may schedule and be granted up to a total of 24 hours of leave without pay each year for the following activities:

(1) School and early childhood educational activities including, but not limited to, allowing employees to participate in school activities directly related to the educational advancement of a child. This would include, but is not limited to, parent-teacher conferences or meetings with child-care providers, interviewing for a new school or child-care facility, or participating in volunteer activities supporting the child's educational advancement. In the context of this article, "school" refers to an elementary school, secondary school, Head Start program, or a child-care facility.

(2) Routine family medical purposes including, but not limited to, allowing parents to accompany children to routine medical or dental appointments, such as annual checkups or vaccinations.

(3) Elderly relatives' health or care needs including, but not limited to, allowing employees to accompany an elderly relative to routine medical or dental appointments or

other professional services related to the care of the elderly relative, such as making arrangements for housing, meals, phones, banking services, and other similar activities.

e. It is understood that where sick leave is authorized for these activities, employees may substitute annual leave or LWOP in lieu of using sick leave. Also, where LWOP is authorized, employees may substitute annual leave or sick leave as appropriate. Leave authorized in this article is in addition to any leave authorized under other regulations.

Article 16: Parking and Driving

Section 1 Parking. Parking at each activity will be as established on the effective date of this MLA unless negotiations are requested under Article 4 of this MLA.

Section 2 Drunk and Drugged (Intoxicated) Driving

a. Each activity will provide information to all employees, which focuses on intoxicated driving and regulations governing driving while intoxicated.

b. In accordance with regulations, employees driving while intoxicated may have their activity driving privileges suspended, regardless of the geographic location of the apprehension. However, an employee shall be notified in writing of a proposed preliminary suspension, a preliminary suspension continued following a hearing and a one-/two-year suspension following conviction. Such notices will contain information required by regulation specific to the action being taken, and in the case of a preliminary suspension, inform the employee of the right to request a hearing.

c. If a hearing is requested pursuant to a proposed preliminary suspension, the hearing will be held within ten (10) working days after such request. Employees will have the right to present evidence and witnesses at the hearing and a right to be represented by a representative of their choice. If the employee elects to be represented by a union representative, that representative will be on official time at the hearing if otherwise in a duty status. Upon request, the employee or designated representative will be provided a copy of the hearing record, if any.

d. A preliminary suspension continued after a hearing and a one-/two-year suspension imposed following conviction for intoxicated driving may be grieved through the negotiated grievance procedure.

e. As required by regulations, employees whose activity driving privileges have been suspended for one or more years shall present evidence of having completed an alcohol or drug safety action program or equivalent (minimum eight hours) and remedial driver's training if required before activity driving privileges may be reinstated. Additionally, the activity CEAP program will be available for use by these employees should they so desire.

Section 3 Other Driving Infractions

a. Before suspending or revoking the activity driving privileges for other driving infractions while on the activity, the activity will, if appropriate, consider other measures such as counseling, remedial driver training or rehabilitation programs.

b. All circumstances being the same, the concept of like penalties for like offenses will be applied by traffic courts convened by the activity commanders.

c. An employee appearing before a traffic court convened by the activity commander

to answer a traffic citation received during the performance of official government duties or in the process of commuting to and from work shall be entitled to official time if otherwise in a duty status. Upon request of the employee the local union may represent the employee at such hearing on official time, provided such representative would otherwise be in a duty status.

Article 17: Position Management and Classification

Section 1

a. Each position covered by this agreement must be current and accurately described, in writing, and classified as to the proper occupational title, series, grade, and pay system in accordance with OPM and Agency regulations.

b. The description must clearly and concisely state the major duties responsibilities and supervisory relationships of the position. Position descriptions do not control work assignment. Supervisors may direct and assign specific tasks that are not reflected in the job/position description. Should such tasks become major duties or grade controlling, the description should be modified to reflect these tasks so that the description will be kept current and accurate.

c. Employees will be furnished a copy of the description of the position to which assigned at the time of assignment and when the position is officially revised to reflect significant changes.

Section 2

a. Activities will apply newly issued OPM classification and job grading standards within a reasonable time in accordance with applicable regulations. The local union will be notified reasonably in advance when any changes in position classification or job grading standards will impact on unit employees at the activity. When an encumbered position is reclassified downward, the employee will receive grade/pay retention and priority consideration entitlements in accordance with applicable regulations and this MLA.

b. As an appropriate arrangement for employees adversely affected by the assignment of lower graded duties, the employer will make every reasonable effort to assign work consistent with the employee's grade level in his or her current position of record.

c. Activities will notify the local union in writing of the offices or individuals that have been delegated classification authority by the head of the activity.

Section 3 Classification Review and Appeals

a. An employee dissatisfied with the classification of his or her position will first discuss the matter with his or her immediate supervisor. This is the beginning of the informal review process. If the supervisor is unable to resolve the issue to the employee's satisfaction, the supervisor will, at the employee's request, arrange for the employee to discuss his or her dissatisfaction with the appropriate human resources staff members. An employee, upon request, will have access to pertinent information directly related to the classification of his/her position. This informal classification review process should be completed within a reasonable period of time. If the employee still believes there is an

error he or she may file an appeal to the agency or OPM as appropriate.

b. When an employee notifies the activity that he/she wishes to file an appeal regarding job title, series, or grade, he/she shall be furnished upon request information on appeal rights and procedures in applicable regulations. An employee may elect to be represented by the local union when appealing and when discussing appeal rights and procedures with the Human Resources Office.

c. Classification reviews and job-grading appeals will be submitted and processed in accordance with applicable agency and OPM regulations.

d. Employees who file a classification or job grading appeal with the Department of Defense will be provided a copy of all documentation entered into the case file by the servicing Human Resources Office. An employee who files a classification appeal with OPM will be furnished, upon request, a copy of that information which OPM requires as part of an appeal and which is not readily available to the employee.

Section 4 Effective Date. The effective date of a personnel action directed by an appeal decision shall be as prescribed in applicable regulations unless otherwise specified by OPM.

Article 18: Outsourcing and Privatization

Section 1. Management agrees to consult openly and fully with the union regarding any study of a function for contracting out within the bargaining unit. Management agrees to comply with all provisions of OMB Circular A-76, this agreement and other applicable laws and regulations then existing concerning contracting out. Any dispute over compliance will be resolved in accordance with provisions of OMB Circular A-76.

Section 2. Activities conducting privatization cost studies of unit positions will consult monthly with the local union regarding such studies while they are ongoing. After the completion of such studies, periodic briefings will be held between the activity and the local union to provide the union with appropriate information pursuant to OMB Circular A-76 on decisions affecting unit employees.

Section 3. If unit work is contracted out and unit employees are displaced, the activity will make every reasonable and credible effort to minimize the impact on employees. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires.

Section 4. The activity will retrain affected career employees if necessary when they are reassigned as a result of contracting out.

Section 5. Briefings will be held with affected unit employees for the purpose of providing information concerning contracting out. The union will be given an opportunity to attend such briefings.

Section 6. The employer and the council recognize the "right of first refusal" required by OMB Circular A-76, which provides that the contractor will grant those Federal employees displaced by direct result of such contract the right of first refusal of employment openings created by the contractor. This applies only to job openings for which such displaced employees are qualified and does not apply when such employees would otherwise be prohibited from such employment by the government post-employment conflict of interest standard. Refusing the right of first refusal because of displacement due to contracting out shall not deny a unit employee of any rights he or she might otherwise have under applicable RIF procedures; however, such refusal may, in accordance with applicable law and regulation, affect the employee's entitlement to severance pay.

Article 19: Day Care Services

Section 1. Day care may be negotiated as part of a local supplemental agreement as provided in Article 4.

Article 20: Impact of Technological Change

Section 1. As appropriate, the employer/activity will provide the council/local union with advance notification of new technology that substantially and directly impact on working conditions of unit employees. Such notification should include such information as the nature of the new technology and categories of employees that would be affected.

Section 2. Upon request, the employer/activity, as appropriate, will provide relevant data concerning such new technology to the council/local union to the extent required by 5 U.S.C. 7114 (b)(4).

Section 3. Management will provide appropriate training to employees affected by the introduction of new technology. Any such training required by management shall be provided by management at no cost to the employees in accordance with applicable regulations.

Section 4. Whenever technological changes cause the abolishment of some positions and the establishment of others, management, consistent with applicable regulations, will strive to utilize the skills and abilities of those employees adversely affected by the new technology. To this end, consistent with applicable regulations, management will attempt to place adversely affected employees in existing vacancies for which they are qualified if the vacancies are to be filled.

Article 21: Health, Safety and Environment

Section 1. The employer will maintain an occupational safety and health program in accordance with applicable law and regulations. The union will cooperate in encouraging employees to work in a safe manner.

Section 2

a. Employees have the right and responsibility to report all unsafe or unhealthy working conditions and shall be protected from reprisal.

b. The supervisor will promptly take steps to correct conditions he/she finds to be unsafe, or to refer the matter to the appropriate command authority. Employees will report all accidents to their supervisors at the time of the accident.

c. Employees will report alleged unsafe conditions to their supervisor or to the activity Safety Office. Such reports will be processed in accordance with applicable regulations.

d. No employee will be subject to restraint, interference, coercion, discrimination or reprisal for filing a report of hazardous working conditions or for participating in other authorized activity under the occupational safety and health program.

Section 3. The term "imminent danger" applies to conditions or practices in any workplace which pose a danger that could reasonably be expected to cause death or severe physical harm immediately or before the imminence of such danger can be eliminated through normal procedures. When an employee during the course of performing his or her official duties reasonably believes he or she is exposed to a health or safety hazard that presents an imminent danger, he or she shall cease the activity and notify the supervisor, and if so desiring, the activity safety officer. The supervisor will evaluate the situation, consulting appropriate safety personnel if necessary, and make a decision as to whether work may proceed. If the employee is not satisfied that the imminent danger is sufficiently eliminated, he or she will notify the supervisor. The supervisor will immediately notify the appropriate safety official and assign the employee to other duties, if appropriate. Thereafter, if the safety official determines that no imminent danger exists or has been corrected the employee will return to work.

Section 4. As an appropriate arrangement for employees who, in the course of their duties, may be exposed to serious injury or death, the employer will provide necessary on-the-job training on safety including instructions on applicable safety rules and regulations. This training will be provided not only to alleviate these adverse effects to the employees themselves but, also, to protect fellow workers who may be exposed to unsafe working conditions as a result of untrained employees. All employees will comply with the applicable safety rules and regulations. Employees will be informed of any and all known hazardous chemicals, materials, and substances to which they may be exposed during the course of their duties. A copy of applicable Material Safety Data Sheets will be provided upon request of the employee.

Section 5. The activity will furnish necessary protective clothing and equipment to employees performing official duties that require protective measures. The activity will provide storage space for protective clothing and equipment assigned to employees. Employees will use the safety equipment, personal protective equipment and other devices and procedures provided or directed by the activity. Employees will take reasonable care of and maintain safety and protective equipment.

Section 6. When the activity determines that a dangerous or potentially dangerous condition is present at a particular work site, employees at the work site will be notified immediately so that precautionary steps may be taken. If necessary, employees will be evacuated to a safe area until the hazards have been corrected. The activity will post a notice of hazardous conditions discovered in a work site as required by applicable regulation. The notice will be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected.

Section 7 Safety Councils/Committees

a. The employer agrees that the union should have the ability to contribute meaningfully to the safety program. Therefore, each activity will assign representatives named by the local union to the following council/committees, if such council/ committees covering bargaining unit positions exist or are established during the life of this MLA:

Command Safety Council
Supervisor's Safety Committee
Shop Safety Committee

Each activity will assign to the Command Safety Council and the Supervisor's Safety Committee one representative each named by the local union. Membership on the Shop Safety Committees will include an equal number of bargaining unit employees named by the local union and the activity.

b. These employees will function as full members of the committees/council, participating fully in the agenda for all safety matters, which affect unit employees. Employees on the above committees/council will be provided necessary training to discharge their role on the committee/council and will be on official time while performing authorized committee/council functions (including, when necessary, reasonable time to prepare for meetings) if otherwise in a duty status.

c. The designated union safety representative will receive training in programs, which will prepare the representative to assist in the maintenance of safe and healthful workplaces. The extent of such training is subject to negotiation between the activities and the local unions.

Section 8. Upon written request, the employer will provide the council's National Safety

Representative with a copy of current DoD, DON and Marine Corps safety directives which are specifically identified and to which the union is entitled under applicable laws. The employer will also provide a copy of future safety directives issued by the Marine Corps or received from DON or DoD that impact on the working conditions of unit employees to the National Safety Representative. The council will notify the employer, in writing, of the name and address of the National Safety Representative, and of any changes that occur during the life of this MLA. The National Safety Representative may submit suggested improvements in the safety program to the employer anytime during the life of this MLA. The employer will seriously consider these suggestions in formulating safety policy and will solicit input from the council before implementing any safety policy impacting on employee working conditions.

Section 9. The council will be provided an opportunity to review any written proposals to change or waive safety standards that would impact on employee working conditions prior to submission outside the Marine Corps.

Section 10 Inspections

a. The term "inspection" means a comprehensive survey of all or part of a workplace to detect safety and health hazards. Inspections are normally performed during regular work hours except as special circumstances may require. Inspections do not include routine day-to-day visits by agency occupational safety and health personnel or routine workplace surveillance of occupational health conditions.

b. A union representative will be allowed to accompany the inspector during the annual physical inspection of employee work areas, as well as the official who conducts an inspection in response to a report by an employee or the union of any unsafe or unhealthful condition. A union representative will also be allowed to accompany an OSHA inspector during his or her inspection of employee work areas provided the inspector does not object. Union representatives accompanying such inspectors will be on official time if otherwise in a duty status.

Section 11 Emergency Treatments of Injuries or Illnesses Occurring During Working Hours

a. Activities will provide for emergency diagnosis and treatment of injuries or illnesses of employees that occur during working hours. If emergency treatment facilities are not available at the activity, the activity will arrange for transportation to an appropriate medical facility.

b. Special health examinations for specific categories of employees whose work environment presents peculiar health hazards will be provided by the employer in accordance with agency regulations.

Section 12 Tobacco Prevention Program. The parties agree that smoking is prohibited inside all Department of the Navy controlled vehicles and buildings as per DoD and DON

smoking policies in effect on the effective date of this MLA. Bargaining unit employees are entitled to work in a smoke free environment.

Section 13 Smoking Areas. The parties agree that employees who are smokers will be provided smoking areas, which may include shelters, away from smoke-free areas. All aspects of smoking areas shall be negotiated at the local level. Activities and local unions may negotiate the designation of smoking areas outside of buildings, which do not block access or egress to buildings, and are sufficiently distant there from so secondhand smoke does not disturb persons entering or leaving buildings.

Section 14 Tobacco Smoke Hazards. Employees are guaranteed a work environment free of unnecessary exposure to secondhand tobacco smoke. However, it is recognized by the parties that some employee assignments may require some exposure to secondhand tobacco smoke. Where such exposure is not entirely eliminated, the following applies:

a. To the extent practical, tobacco smoke hazards shall be practically eliminated or, at least, reduced to the lowest exposure possible.

b. Where job assignments necessarily involve exposure to tobacco smoke, such employees who are subject to exposure will be paid environmental pay (EDP) as determined by the Office of Personnel Management (OPM). The parties agree to submit a request for determination to OPM and to be bound by that determination.

Section 15 Heat Flag Conditions

a. The employer will observe heat flag restrictions in locations where civilian employees are training or working in non-climate controlled areas when possible.

b. Precautions shall be taken to alleviate hardships where employees are required to work in non-climate controlled areas during red and black heat flag conditions, such as diminished physical activities, extra rest and water breaks, and protection from the sun.

c. The local parties may negotiate any other precautions appropriate for conditions peculiar to the respective geographic location.

Article 22: Workers Compensation Claims

Section 1 Counseling of Employees. When a supervisor becomes aware that an employee under his or her supervision has suffered a job related illness or injury, the supervisor or other management representative will, in accordance with applicable regulations or directives:

a. authorize medical care for the employee (using CA-16).

b. provide the employee with Form CA-1 or CA-2, and upon request, explain how the form is to be filled out.

c. advise the employee of his or her right to elect continuation of regular pay or to use annual or sick leave, provided the employee has sustained a job related injury that renders the employee incapable of performing assigned duties and the employee is otherwise entitled to receive continuation of pay (COP). If the claim is denied, advise that the continuation of regular pay will be charged to sick leave, annual leave, or leave without pay, or be deemed an overpayment within the meaning of 5 USC 5584.

d. ensure that any claims for benefits submitted by the employee are forwarded promptly to the Office of Workers Compensation Programs (OWCP) of the Department of Labor.

Section 2 Continuation of Pay and Light Duty Assignments

a. An employee who sustains a disabling job-related injury is entitled to COP for a period not to exceed 45 calendar days from the onset of the employee's disability, provided the employee is otherwise eligible to receive COP under applicable law, rules, and regulations.

b. If the employee's treating physician indicates that the employee is capable of performing light duty work, the activity may direct the employee to work a light duty assignment that is within the physical capability of the employee indicated by the treating physician. Depending on OWCP's determination as to the propriety of the light duty assignment, an employee who refuses to work a light duty assignment may be ineligible to receive COP, liable for any overpayments received, and/or subject to other action.

Section 3 Sensitive Documentation. All information associated with employees on the job injury or illness is subject to the provisions of the Privacy Act, and will be safeguarded by management.

Article 23: Environmental Differential and Hazardous Duty Pay

Section 1 Environmental Differential (Federal Wage System). Environmental differentials will be paid to Federal Wage System (WG) employees in accordance with applicable regulations. With regard to Permissible Exposure Limits (PEL) to any substance, OSHA regulations will control. WG and GS employees will be treated the same in this regard and will be governed by the applicable OSHA PEL.

Section 2 Hazardous Duty Pay (General Schedule). Pay to GS employees for irregular or intermittent duty involving unusual hardship or hazard that is not adequately alleviated by protective or mechanical means will be paid in accordance with applicable regulations.

Section 3 Grade Determination. It is recognized that a determination must be made regarding whether the physical hardship or hazardous duties were used to determine the grade of the position. Upon request, the activity shall inform the employee and the union whether or not such duties were taken into account in establishing the grade, including whether, absent those duties, the grade would have been lower.

Section 4. Nothing in this article prohibits the establishment of Joint EDP committees on an *ad hoc* basis should a need arise.

Article 24: Timely and Proper Compensation

Section 1. Employees will be paid in accordance with law and regulations.

Section 2. Employee pay days may be changed if the change does not delay any employee's pay day beyond that established as of the date of this agreement, and provided affected employees have been given at least fourteen (14) days advance notice.

Section 3. Employees are entitled to timely receipt of all wages earned by them for the applicable pay period. If an employee fails to receive proper and timely compensation because of an error by the activity, the supervisor will take immediate action to notify the appropriate office to expedite payment to the employee.

Section 4. Waivers of the DD/EFT requirement will be processed in accordance with Director, Defense Finance and Accounting Service Memorandum of 15 January 1997 (subject: Mandatory Electronic Funds Transfer (EFT) for Federal Civilian Wage and Salary Payments). Employees who request an exception to the direct mail policy, where applicable, will submit such request and the basis therefore in writing to the Human Resources Office. Any exception to direct mail granted must be authorized by the head of the activity.

Section 5. Except for employees excluded by regulation or excepted by the provisions of Section 4 all employees will have their leave and earning statement mailed to a designated address other than their place of employment.

Article 25: Equal Employment Opportunity

Section 1 Policy. The employer and the council agree that discrimination in employment because of race, color, religion, sex, national origin, age, or disability as these terms are defined by appropriate law and regulation is prohibited. Sexual harassment is also a form of discrimination and the employer and the council agrees that all personnel will work toward its prevention.

Section 2 The Equal Employee Opportunity Program. The Marine Corps Equal Employment Opportunity/Affirmation Action (EEO/AA) Program shall be designed to promote equal employment opportunity in accordance with applicable law and government-wide regulation. Local activities are authorized and encouraged to establish Alternative Dispute Resolution (ADR) programs and these programs are not precluded by this Article.

Section 3 Information Data and Reports

a. Each activity will provide employees reasonable access to regulations in the activity's possession, which describe the discrimination complaints process.

b. Each activity will provide employees reasonable access to their approved, activity Affirmative Action Plan, if any.

c. Each activity will allow the local union an opportunity to comment on the activity's proposed Affirmative Action Plan before the Plan is submitted to CMC. Any comments submitted by the local union will be considered in developing the Plan, and a copy of the approved affirmative Action Plan will be provide to the local union.

d. The employer agrees to provide the council with a copy of the Marine Corps Multi-Year Affirmative Action Program Plan, if any, and Report of Accomplishments submitted to DON, if any.

Section 4 Complaints

a. Any employee who seeks advice, wishes to file, or has filed an EEO complaint shall be free from coercion, interference, dissuasion, or reprisal due to the complaint.

b. Complaints must be initiated within 45 days of the date of the incident or of the date when the employee became aware of the incident. Employees seeking assistance will be advised concerning the procedures involved in processing an EEO complaint.

c. An employee is entitled to designate a personal representative, which may include the union. An employee's representative who has been designated in writing in an EEO complaint will have the same access to information as the complainant.

d. Pursuant to the Statute, an aggrieved employee who alleges discrimination may at

his or her option raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. The employee shall be deemed to have exercised his or her option, when, on or after the effective date of the appealable action, the employee timely pursues a formal written EEO complaint or initiates a notice of MSPB appeal under the statutory procedures or pursues a written grievance in accordance with Article 11, whichever event occurs first.

e. Selection of the negotiated grievance procedure in no manner prejudices the right of the aggrieved employee to request, as appropriate, the MSPB or EEOC to review the final decision in the case of any personnel action that could have been appealed to the MSPB or the EEOC. For the purpose of seeking review by the MSPB or EEOC, the decision of the activity head in the negotiated grievance procedure will be considered the final decision, in the absence of the timely invocation of arbitration. Nothing in this agreement shall constitute a waiver of any further appeal or review rights permissible under the Statute.

f. Persons who allege discrimination or who participate in the investigation and/or presentation of such complaints will be free from restraint, interference, coercion, discrimination, or reprisal.

Section 5 EEO Committees. The local union may have a member on the EEO Advisory Committee, Federal Women's Program Committee, and the Hispanic Employment Program Committee if such committees exist, or are established at an activity. That member must be one that is approved by the activity commander from a list submitted by the local union. If no person on such list is acceptable to the activity commander, the parties shall meet and confer in order to select a person. The local union's representative shall be on official time while performing authorized committee functions if an employee, and if otherwise in a duty status. The union's representative will be a full participant in his or her respective committee.

Section 6 EEO Counselors

a. EEO counselors, properly trained in accordance with appropriate regulations, will be made available and accessible to employees on duty time if otherwise in a duty status.

b. A list of counselors, along with their activity designation, telephone number, and other pertinent information will be posted in conspicuous locations at the activity.

c. The activity will designate EEO counselors. Employees may choose from available EEO counselors to pursue their complaints.

Article 26: Upward Mobility

Section 1. Each activity will design upward mobility opportunities that are responsive both to employee career development and to the activity staffing needs. The extent of any activity's upward mobility endeavors will depend on, among other things:

a. the number and type of target positions available which would link employee potential with positions in support of the activity operations;

b. the number of employees having the requisite potential to perform satisfactorily in the target positions;

c. available training resources; and

d. ceiling or budget constraints.

Section 2. Each activity will review its positions to determine which, if any, would be appropriate for designation as upward mobility positions under the Department of Navy Program. Those positions so identified will be specifically described and announced as upward mobility opportunities and will be filled at a grade level, which is at or below the target level. Competitive procedures shall be used in selecting employees for upward mobility positions.

Section 3. It is understood that upward mobility may also be achieved by:

a. evaluating situations where vacant positions can be filled at lower grade trainee levels;

b. identifying areas where bridge positions could be established in order to provide opportunities for employees to enhance their careers; or

c. upgrading the existing skills of employees so they can qualify for positions in other career areas (for example, provide training to a typist so he or she can qualify for an identified stenographic position).

Article 27: Training and Employee Development

Section 1. Employee training and development programs are designed to assure maximum efficiency of employees in the performance of their official duties, and to encourage employee self-development to become more proficient in his or her line of work or to qualify for promotion.

Section 2. Nomination for, and selection of, employees for training will be based on the needs of the activity without regard to race, color, religion, sex, age, national origin, handicap, or other non-merit factor.

Section 3. The activity, in accordance with applicable regulations, will pay for the costs associated with an employee's job-related training that it requires and has approved.

Section 4. When training is given primarily to prepare employees for advancement and the training is required for promotion, competitive procedures will be followed in selecting the persons to receive such training.

Section 5. Employees who have submitted a written request for training will be notified of their selection or non-selection and provided an explanation for non-selection, in writing, upon request.

Section 6. Employees are encouraged to use appropriate self-development opportunities related to their official duties or their career goals.

Section 7. Official time for training for union representatives may be negotiated in accordance with Article 4 of this MLA.

Section 8. Training for union officials on 100% official time will not count against the training time negotiated for other union representatives.

Article 28: Dues Withholding

Section 1. Bargaining unit employees may have their dues deducted through payroll deductions provided:

a. the employee is a member in good standing of the union;

b. the employee completes an SF 1187, Request for Payroll Deductions for Labor Organizations; and

c. the employee regularly receives pay on the regularly scheduled paydays and such pay is sufficient, after all other deductions required by lawful authority, to cover the full amount of the allotment.

Section 2. The local union agrees to:

a. notify the appropriate Customer Service Representative (CSR) in writing of the amount of union dues and any changes in the dues amount;

b. notify the CSR office in writing of the name and address of the payee to whom the remittance check should be made;

c. forward any completed SF 1187 to the CSR;

d. forward any written revocation of an allotment received by the union promptly to the CSR;

e. notify the CSR promptly and in writing if an employee ceases to be a member in good standing; and

f. when dues are erroneously withheld due to the union's failure to comply with the procedures above, any overpayment of dues by the employee will be a matter solely between the union and the employee.

Section 3. The activity agrees to:

a. process voluntary dues allotments in the amount certified by the local union;

b. withhold dues on a biweekly basis; and

c. transmit remittance checks to the local union representative along with a list containing the following information:

(1) the name, grade, and series of the employees for whom dues were withheld; and

(2) the amount of the dues withheld for each employee.

Section 4. The amount withheld will be that certified by the local union on the SF 1187, or as subsequently changed in accordance with Section 5 of this Article.

Section 5. Any change in the amount of dues to be withheld will be effective at the beginning of a pay period. The local union will notify the activity payroll office, in writing, of the new amount and the effective date at least seven (7) days before the new withholding amount is to be effective.

Section 6. Arithmetic errors in remittance checks will be corrected and adjusted in a subsequent check.

Section 7. When an employee is transferred from a bargaining unit position at one activity to a bargaining unit position at another activity, deductions for local union dues will continue but at the basic rate then applicable at the gaining activity and such dues shall be remitted to the local union at the gaining activity. The losing activity will forward all documents necessary to continue the employee on dues withholding at the gaining activity. The parties recognize that the transfer of such documents may take several pay periods and that any retroactive amount due will be withheld from the employee's pay in a lump sum unless the employee works out a payment schedule with the gaining payroll office prior to the lump sum payment to the gaining union. For dues revocation purposes, the employee's anniversary date is the date dues were initially withheld under the current SF 1187 dues authorization. If an employee has timely executed an SF 1188, Dues Revocation form prior to his or her transfer, the losing activity shall forward such document to the gaining activity.

Section 8. Employees may revoke their dues withholding by submitting a written request to the local union or the CSR office no earlier than 60 days prior to the anniversary date of when the employee began to have his or her dues withheld. Such timely revocations will be effective beginning with the first pay period following the employee's anniversary date. When an untimely dues revocation request is received by the activity, it will promptly return it to the employee. If the CSR office receives the revocation request (timely or untimely), they will forward a copy to the local union as soon as possible. If the local union receives a timely revocation request, they will forward the SF 1188 to the CSR office as soon as possible.

Section 9. The union agrees to supply DFAS with the name of the financial institution where they want their dues deposited on or before that date. After the completion of electronic funds transfer, local unions will still be provided with a list containing the information outlined in section 3(c) of this Article.

Section 10 Dues Withholding Forms. The employer will provide one copy of SF 1187 (Request for Payroll Deductions for Labor Organizations) to bargaining unit employees on the first day the employee enters on duty. Employees who wish to authorize payroll deduction of union dues may complete the SF 1187 on duty time.

Article 29: Performance Management Program

Section 1 Purpose. Activities shall establish and maintain a performance management program as provided by and consistent with agency regulations. The performance management program will provide for evaluating employee performance based on objective criteria related to the employee's position while enhancing the efficiency of Marine Corps operations. It is understood that the results of performance appraisals will be used as a basis for other personnel management actions including within-grade increases, training, reassignments, reductions-in-grade, retention and removal of employees.

Section 2 Definitions. These definitions shall be interpreted so as to be consistent with law and applicable regulations. For the purpose of this article the following definitions will apply:

a. Appraisal. The act or process of reviewing and evaluating the performance of an employee against the established performance standard(s) for the employee's position.

b. Appraisal Period. The period of time for which an employee's performance will be reviewed. The minimum appraisal period is 90 days.

c. Award. Something bestowed or an action taken to recognize and reward individual or team achievement that contributes to meeting organizational goals or improving the efficiency, effectiveness, and economy of the Government or is otherwise in the public interest. Such awards include, but are not limited to, employee incentives that are based on predetermined criteria such as productivity standards, performance goals, measurements systems, award formulas, or payout schedules.

(1) Monetary Award. An award in which the recognition device is a cash payment that does not increase the employee's rate of basic pay.

(2) Non-Monetary Award. An award in which the recognition device is not a cash payment or time-off as an award but rather an award of a honorific value, e.g. a letter, certificate, medal, plaque or item of nominal value.

(3) Time-Off Award. An award in which time-off from duty is granted without loss of pay or charge to leave and for which the number of hours granted is commensurate with the employee's contribution or accomplishment.

(4) Tangible Benefit. Savings to the Government that can be measured in terms of dollars.

(5) Intangible Benefit. Savings to the Government that cannot be measured in terms of dollars.

d. Close-Out Rating. A written "summary rating," as defined below, conducted when

an employee or supervisor leaves a position after the employee has been under established performance standards for 90 or more days. Close-out ratings are interim appraisals and will be considered when preparing the rating of record. Close-out ratings are not grievable except to the extent they have been incorporated in or form the basis for a rating of record.

e. Critical Element. A component of a position consisting of one or more duties and responsibilities which contributes toward accomplishing organizational goals and objectives and which is of such importance that unacceptable performance of the element would result in unacceptable performance in the position. Employees will be appraised only in regard to the critical elements of their positions.

f. Performance Standard. A statement of the expectations or requirements established by management for a critical element at a particular rating level. A performance standard may include, but is not limited to, factors such as quality, quantity, timeliness, and manner of performance.

g. Progress Review. A review of the employee's performance compared to the performance standard(s) of the critical elements and is not in itself a rating.

h. Rating of Record. The annual summary rating required at the time specified by the activity unless a special rating is conducted to support a within-grade increase (WGI) determination as required by applicable regulations, in which case the special WGI rating becomes the rating of record. The rating of record is the official rating for pay and retention purposes.

i. Summary Rating. The overall rating assigned when conducting a close-out rating or a rating of record.

j. Team Leaders/Work Leaders. Team leaders and work leaders who are members of the bargaining unit are not supervisors for purposes of this article.

Section 3 Program Requirements and Procedures

a. Appraisal Period(s). Except to the extent an activity and a local union mutually agree otherwise as provided in subsection (1) below, the annual appraisal period at an activity shall be the existing appraisal period (or periods if not more than two). As provided by and consistent with Article 4 of this MLA, an activity and a local union may negotiate a local MOU over the matter of appraisal period(s).

b. Establishment/Modification of Performance Elements and Performance Standards

(1) Performance elements and performance standards for each element will be established, in writing, in accordance with applicable regulations and provided to the employee within 30 days after the beginning of each appraisal period, permanent assignment to a new position, and of each detail or temporary promotion expected to last

120 days or longer. Performance elements and standards will be prepared based on the requirements of the employee's position. Generic elements and standards may be used. Supervisors must certify that the employee's position description is accurate at the time standards are set. If the position description is not accurate the supervisor must rewrite it and deliver it to the HRO within 60 days. Each performance plan must have at least two critical elements, which address individual performance.

Employees will be given the opportunity to participate in the establishment/ modification of their performance standards and elements. To this end, the following procedures apply:

(a) Before establishing any new or revising existing performance elements or standards, supervisors will so inform affected employees and provide them with a copy of the changes being contemplated. Employees may request at anytime that their performance standards/elements be modified. Supervisors shall consider any such request and, if the supervisor agrees that such a request has merit, he or she shall follow the procedures in this subsection in effecting any revision of performance standards/elements. Employees may not grieve the rejection of any such request. However, employees may request reconsideration at a higher level.

(b) Employees shall be given a copy of the new or revised performance standards/elements. Any new or revised performance standard/element shall not be applied to affected employees unless or until the employee has received a copy of the new or revised performance standards/elements. Employees may not be rated on the new or revised standards/elements, i.e., given a rating of record using the new or revised standards/elements, sooner than 90 days after coming under such new or revised standards/elements.

(3) Employees on extended temporary assignments/appointments of over 120 days will have elements and standards established for that assignment/appointment. In establishing or modifying such performance standards/elements, supervisors shall follow the procedures in this subsection. Employees will be given a close-out appraisal at the conclusion of such temporary assignments.

c. Progress Reviews

(1) Supervisors will hold at least one progress review with each employee to discuss performance. This will occur midway through the appraisal period. Employees may request a progress review at any time.

(2) At any time an employee's performance falls below acceptable performance level for any critical element, the procedures in subsection f (below) apply.

d. Close-Out Ratings. These must be conducted when:

(1) An employee completes a detail or temporary promotion of 120 days or longer under established performance standards. This requirement also applies to employees on loan from another activity/agency for 120 days or longer.

An employee changes positions, is promoted, or moves to a new agency/ activity, after being under established performance standards a minimum of 90 days.

(3) The supervisor leaves the position after the employee is under established performance standards for a minimum of 90 days. In this situation, the employee may continue under the same performance plan unless changed by the new supervisor.

(4) Close-out ratings may become the rating of record if the following criteria are met:

(a) There is insufficient time (90 days) to establish a new performance plan and rate the covered employee in their assigned position before the end of the appraisal period.

(b) The supervisor takes into consideration any other closeout ratings conducted during the appraisal period.

e. Annual Appraisals

(1) Employees will be rated on work actually performed and ratings will not be lowered for absence due to illness.

(2) Employees will be afforded the opportunity to provide input on their performance accomplishments.

(3) Employees will receive a summary rating at the end of the annual appraisal cycle. This rating may be delayed as necessary to permit the employee to complete at least 90 days under the applicable performance standards/elements. In rating employees, management must take into consideration any interim appraisals of the employee during the appraisal period. This annual summary rating is the employee's "rating of record," unless a special rating is conducted to support a within-grade increase determination as required by applicable regulations. Employee comments may be added to the appraisal.

(4) Employees shall be given a copy of their summary rating within 30 days of the end of their appraisal period. If an employee is dissatisfied with the rating received, he or she may grieve the rating received under the negotiated procedures of Article 11.

f. Unacceptable Performance. This section does not apply to temporary employees, re-employed annuitants, employees serving a probationary or trial period, or employees who have not completed one year of current continuous employment under other than a temporary appointment limited to one year or less.

(1) At any time an employee's performance in any critical element is determined to be unacceptable, the supervisor must inform the employee in writing. Such written notice will include each critical element and performance standard where has been determined to be unacceptable, indicate how performance must be improved (including any provisions for training, setting short-term job assignments and specific goals, regularly scheduled supervisory counseling, etc.) and give the employee a reasonable amount of time, commensurate with the employee's duties and responsibilities, demonstrate acceptable performance.

(2) The annual rating will be deferred for an employee during the period established as the opportunity to improve unacceptable performance. If performance has not sufficiently improved by the end of the period established for improvement, the employee, consistent with applicable procedures, may be reassigned, reduced in grade, or removed from his position.

g. Local union affiliates will be afforded the opportunity to negotiate the method of review of "unacceptable" performance ratings of bargaining unit employees.

Section 4 Removal/Reduction in Grade Based on Unacceptable Performance

a. The same exclusions shown in section 3e (above) apply concerning actions taken under this section.

b. Employees not excluded by section 3e whose reduction in grade or removal is proposed are entitled to:

(1) 30 days advance written notice of proposed action, which identifies:

(a) specific instances of unacceptable performance on which the proposal is based and the critical element(s) involved;

(b) that the employee is allowed fifteen (15) days to respond orally and/or in writing and to whom to make the response; and

(c) representation rights.

The activity may extend the notice period for up to 30 days provided the employee or his or her representative requests the extension and outlines the reasons therefore in writing.

(2) A written decision, which must be made within 30 days after the expiration of the notice period.

c. When an action is effected under this section, all documentation relied upon to effect the action will be available for review by the employee and the employee's representative, and a copy will be provided upon request.

Section 5 Service Computation Date for Reduction in Force. For the purpose of determining the service computation date for RIF, an employee will receive 20 years of credit for each year with an "Acceptable" or satisfactory rating or better. Satisfactory ratings or better are those such as fully successful, exceeds fully successful and outstanding, or equivalent. No credit will be given for ratings below the level of "Acceptable" or satisfactory. Ratings below satisfactory are those such as minimally successful, unsatisfactory, or equivalent. This section applies only to ratings of record put on record on or after October 1, 1997.

Section 6 Awards

a. The goal of the Performance Management Program as related to awards is to encourage management to reward and/or recognize employees close to the time of the actual act that warrants recognition. The awards program should be active throughout the year not just at the end of the appraisal cycle.

b. The Marine Corps will utilize the guidance established in DoD 1400.25M and the implementing instructions as they relate to awards. All aspects of the awards programs at the local activities are subject to local negotiations.

Article 30: Within-Grade Increases

Section 1

a. Except as otherwise provided below, eligible employees are entitled to a within-grade increase (WGI) if they: (1) have completed the waiting period required by applicable law and regulation; (2) have not received an equivalent increase during the required waiting period; and (3) have, in regard to their current position, a summary rating of at least fully successful on their most recent rating of record.

b. If the employee's current rating of record is unacceptable the WGI will be denied. At any time an employee's performance falls below the fully successful performance level for any critical element, a special progress review will be held to advise the employee of the deficiencies in his or her performance. A written summary will be prepared to identify what steps must be taken, which may include training, to improve performance. The employee will be provided a copy of the summary.

c. If an employee's most recent rating of record will not support the granting of a WGI, the employee still may be granted a WGI provided that he or she is currently performing at the fully satisfactory level and further provided that the employee's supervisor completes a new rating of record reflecting the improvement in the employee's performance.

Section 2. Employees will be notified in writing within 30 days after the due date of the within-grade increase if the increase will be denied. The notice will inform the employee of:

a. the reasons for the negative determination and the respects in which the employee must improve his or her performance in order to be granted a within-grade increase;

b. the employee's right to file a written request for reconsideration of the negative determination provided such request is filed within 15 days; and

c. the name of the reconsideration official to whom the request is to be submitted.

Section 3. The reconsideration official will render his or her decision to the employee in writing within 30 days after receiving the employee's written request for reconsideration. If a negative determination is reversed by the reconsideration official, the within-grade increase will be retroactive to the original due date. If the reconsideration official upholds the original negative determination, the official will set forth the reasons therefore and inform the employee of his or her right to file a grievance.

Section 4. When an employee or his or her personal representative files a request for reconsideration, a reconsideration file will be established which contains all pertinent documents relating to the negative determination, including:

a. the written negative request for reconsideration and the basis therefore;

b. the employee's written request for reconsideration;

c. the report of investigation, when an investigation is made;

d. the written summary or transcript of any personal presentation made; and

e. the final decision on the request for reconsideration.

Section 5 Written Exceptions. The employee will be given an opportunity to submit a written exception to any summary of a personal presentation made by the employee. The reconsideration file will be furnished to the affected employee or his or her personal representative on request.

Section 6. If an employee's within-grade increase has been withheld because of a negative determination, the employee's supervisor will make a new determination within 52 weeks after the date the employee received notice of the negative determination. If the new determination is positive, the employee's within-grade increase will be effective as of the first day of the first pay period following the date of the positive determination.

Article 31: Merit Staffing/Filling Positions

Section 1 General

a. It is the policy of the Marine Corps to fill all positions in the bargaining unit with the best-qualified candidates for the positions, and to ensure that employees receive fair and appropriate consideration for advancement and development opportunities. Filling of positions outside the bargaining unit is not within the coverage of this Article.

b. All positions in the bargaining unit will be filled in accordance with this MLA subject to governing laws and regulations. Outside promotional applicants who apply for positions in the unit must be evaluated by the same criteria as bargaining unit employees.

c. The activity retains the right to use any lawful means, subject to this MLA, of filling positions either concurrently or in lieu of competitive procedures.

d. One of the purposes of the Merit Staffing program is to provide an incentive for employees to improve their performance and develop their knowledge, skills, and abilities (KSAs) for promotional opportunities.

Section 2 Application of Competitive Procedures

a. Competitive procedures apply to the following actions:

(1) temporary promotion of more than 120 days;

(2) selection for detail for more than 120 days to either a higher graded position or to a position with higher known promotion potential;

(3) selection for training required for promotion;

(4) reassignment or demotion to a position with more potential than the employee's current position (except as permitted by RIF regulations);

(5) transfer from another agency to a higher graded position;

(6) reinstatement to a permanent or temporary position at a higher grade than a position previously held under a non-temporary appointment in the competitive service or to one having potential for advancement to a higher grade;

(7) selection of a person from the Reemployment Priority List for a position at a higher grade than that from which separated; or

(8) all permanent promotions to positions unless made under one of the exceptions or exclusions in paragraph b of this section.

b. Competitive procedures do not apply to:

(1) a promotion resulting from the upgrading of a position without significant change in the duties and responsibilities due to the issuance of a new classification standard or the correction of an initial classification error;

(2) a position change permitted by RIF regulations;

(3) promotion resulting from upgrading of a position due to the accretion of duties;

(4) career promotions when competition was held at an earlier date (e.g., apprentice, trainee, understudy, developmental, or career ladder positions);

(5) temporary promotions of 120 days or less;

(6) details of not more than 120 days to higher graded positions or to positions with known promotion potential;

(7) repromotion of an employee who was demoted without personal cause and not at his or her request;

(8) selection of a permanent government employee from OPM delegation of authority registers for higher graded positions or positions with known promotion potential;

(9) promotion of an employee to any position and/or grade level which he or she formerly held on a permanent basis;

(10) promotion of an employee, which because of pay setting policies, results in a technical promotion only;

(11) transfer of a current Federal employee or reinstatement of a former Federal employee to a position that is no higher than a position previously held on a permanent basis under a career or career conditional appointment, provided the employee was not demoted or separated from that previous position for cause or for performance deficiencies;

(12) position change (either reassignment, demotion, or promotion) of any permanent employee from a position having known promotion potential to a position having no higher potential; or

(13) selection of an individual accorded priority consideration.

c. The activity may take the following actions in lieu of merit promotion in compliance with rules, regulations and this MLA:

(1) selections from the Priority Placement Program;

(2) selections from OPM delegation of authority registers;

(3) reinstatement to the same or lower grade level previously held on a permanent basis;

(4) reassignments or demotions to positions with no higher potential than the positions from which moved;

(5) selections from the Reemployment Priority List at the same or lower grade level with no higher grade potential than the position from which separated;

(6) transfers from other Federal agencies to the same or lower grade with no higher potential than a position previously held on a permanent basis; or

(7) selections under special direct hire authorities (e.g., Veterans Readjustment Appointment, handicapped applicants, cooperative education placements, 30 percent disabled veterans).

Section 3 Priority Consideration and Repromotion

a. Before advertising a vacancy, the Human Resources Office (HRO) will provide the selecting official with a list of individuals entitled to repromotion or priority consideration. Individuals will be referred in the following order:

(1) Activity employees under grade or pay retention due to demotion for reasons not stemming from personal cause or request. Such employees will be afforded first offer for repromotion to positions from which they were downgraded unless there are justifiable reasons for non-selection. If the employee is not provided first offer of the position, the reason(s) will be provided to the employee in writing.

(2) Activity employees who failed to receive proper consideration for promotion in a prior case due to a procedural, regulatory or program violation. Eligibility will terminate when selected, when referred for bona fide consideration or at the end of the one-year period from the determination of eligibility. The eligibility period may be extended for one additional year if no bona fide referral has occurred during the first year of eligibility.

(3) Priority Placement Program registrants as appropriate.

b. Employees entitled to priority consideration will be notified each time they are to be considered for placement under priority consideration procedures.

c. If an employee is not selected under priority consideration and the employee applies for and is certified as one of the best-qualified under competitive promotion procedures

for the same position, the selecting official must state reasons, in writing, if he or she does not then select the employee.

Section 4 Vacancy Announcements

a. When a vacancy is advertised, the announcement will be posted on official civilian bulletin boards. A copy of the vacancy announcement for positions will be distributed to division/office/shop supervisors of bargaining unit employees. Announcements will be open for not less than 10 days. Open continuous announcements or announcements to establish registers for filling anticipated vacancies will also be advertised and posted for not less than 10 days on official bulletin boards.

b. Cancellation of an announcement will be publicized in the same manner as announcements.

c. A copy of vacancy announcements and cancellation notices will be available to the local union.

d. The area of consideration in announcing vacancies will be no less than activity wide. Management identification of candidates may also be used as provided by regulations. If sufficient highly qualified candidates are not found or the selecting official does not select from the certificate, the initial area of consideration may be expanded.

Section 5 Contents of Vacancy Announcements. Vacancy announcements will include at a minimum:

a. announcement number (if used), the bargaining unit status (when known), and opening and cut off dates;

b. title, series and grade of position;

c. organizational and geographic location of the position or positions;

d. minimum qualification requirements and any special requirements (such as whether the position is a drug-testing designated position);

e. statement of Equal Employment Opportunity;

f. knowledge, skills, abilities and personal characteristics against which candidates will be evaluated;

g. statement of known promotion potential, if any;

h. area of consideration;

i. brief statement of duties;

j. where and how to apply; and,

k. other Integrated Recruitment Suite (IRS) requirements

Section 6 Acceptance of Applications

a. Properly completed applications will be accepted from all eligible candidates provided they are received on or before close of business on the closing date at the location designated in the vacancy announcement.

b. Employees, including those who expect to be absent on authorized leave or temporary duty, may authorize another employee to submit applications in their behalf for announced vacancies, provided that such applications are signed by the applicant.

Section 7 Evaluation, Certification and Selection of Applicants Under Competitive Procedures

a. Applicants who have not yet satisfied the time-in-grade requirements may be considered provided they meet the requirements by the closing date of the announcement.

b. Minimum qualifications standards will be those prescribed or approved by OPM. Special qualifications requirements may be used when they are determined by the activity to be essential to the successful performance of the position to be filled. If special qualifications requirements are used, they will be listed in the vacancy announcement.

c. Applications will be processed from a combination of electronic and manual methods.

d. Applicants shall be evaluated according to knowledge, skills, abilities, and personal characteristics (KSAP's) to determine which applicants are best qualified for the position and a promotion certificate issued. Candidates will be listed in alphabetical order on the promotion certificate.

e. Personal interviews are not required.

f. Except to the extent a candidate is entitled to preference as a military spouse, selecting officials are entitled to select any candidate listed on the certificate or to non-select all candidates. If the selecting official non-selects all candidates, the selecting official can continue to recruit from another authorized source or may utilize merit promotion procedures by announcing the position vacancy and expanding the area of consideration.

g. The employee will receive electronic notification of receipt of applications, and may electronically track the status of his/her application.

Section 8 Effective Dates of Promotion

a. Employees selected for promotion must be promoted no later than the beginning of the second pay period after their notification except in unusual circumstances, but not later than 30 days. Promotions are normally effective at the beginning of a pay period.

b. If an employee is nearing the end of a waiting period for a within-grade increase, consideration should be given to effecting a promotion at the beginning of a pay period on or after the effective date of the within grade increase if such action benefits the employee and would not delay the promotion for more than 30 days.

Section 9 Information Available to Employees

a. Employee applicants will be given access to any record of production or supervisory appraisal of past performance, which has been used in considering the employee for promotion. An applicant is not entitled to see records of another applicant except as authorized by law or regulation.

b. Applicants referred for selection will be notified electronically of selection or non-selection and of who was selected.

Section 10. A method to address matters of employee dissatisfaction concerning basic eligibility and rating determinations will be negotiated locally in accordance with Article 4. Existing procedures will continue until local negotiations are completed.

Article 32: Probationers/Temporaries

Section 1. Probationary and temporary employees shall be covered by the terms of this agreement except where otherwise excluded by applicable law, rule, regulations or this MLA.

Section 2. Temporary and probationary employees will be provided a copy of their official position description and told of the general conditions of their employment upon entrance to duty.

Section 3. Except for unforeseen circumstances, temporary employees will be given at least 14 days notice of termination. This provision does not apply if an employee is being terminated for disciplinary reasons, or if a temporary employee is being terminated at the end of his or her appointment period.

Section 4. One purpose of the probationary period is to allow employees a reasonable and fair opportunity to make good. Accordingly, management will evaluate the performance of probationary employees and counsel them concerning performance deficiencies, if any, during the probationary period.

Article 33: Reduction in Force

Section 1. All RIF actions will be carried out in compliance with applicable laws, regulations, and this MLA.

Section 2. Whenever an activity has determined to initiate a RIF, takes any action which results in a RIF, or reorganization of any employee(s) in the bargaining unit, it shall notify the appropriate local union. Such notice shall be given at least 90 days in advance of the RIF unless the activity has not officially determined that far in advance to conduct a RIF. The notification shall include the approximate effective date of the RIF, the approximate number of positions that will be abolished, and the reason for the RIF. The employer/ activity agrees to furnish the council/local union, all information pertinent to the cause of any RIF or reduction in grade or pay or reorganization in accordance with laws governing public information and existing rules and regulations.

Section 3. The competitive area will be activity wide at each local activity.

Section 4. Competitive levels will include those occupations at the activity that are sufficiently similar in duties, responsibilities, pay schedules, terms of appointment and qualification requirements so that an employee could readily be placed in a position without significant training or unduly interrupting the work.

Section 5. The activity will consider placing employees in existing vacant positions within the employee's competitive area, provided the employee is qualified for the position and would otherwise be removed or reduced in grade as a result of the RIF. To the extent permitted by applicable regulations, activities shall consider waiving qualification requirements in assigning employees to vacant positions, if, in the opinion of the activity, the employee has the capacity, adaptability, and special skills required for the position and the employee meets the minimum education requirement for the position, if any.

Section 6. Activities shall, in accordance with applicable regulations, provide affected employees with at least 60 days specific advance written notice before releasing them from their competitive level.

Section 7. Employees who have received a specific notice of separation will be counseled concerning their rights under:

a. the Priority Placement Program;

b. the Reemployment Priority List; and

c. the Displaced Employee Program.

Eligible employees will be registered in these programs and will be referred, in accordance with provisions of each program, for placement in temporary and permanent

positions for which they qualify. Acceptance of temporary employment will not affect an employee's right to be offered permanent employment. Furthermore, activities shall counsel those employees who have received a specific notice of change to lower grade of their rights under the Priority Placement Program and shall register all eligible employees in the program.

Section 8. Activities will make a reasonable effort to find employment in other Federal agencies within the commuting area for those employees separated in a RIF. Activities shall also inform employees that are being separated regarding the services of state employment agencies.

Section 9. Employees in receipt of a RIF notice shall have the right to review pertinent retention registers and applicable RIF regulations. In viewing these documents, the employee shall have the right to be accompanied by a representative of the local union and both persons shall be afforded official time for this purpose, if otherwise in a duty status.

Section 10. Grade and pay retention for eligible employees will be that prescribed by applicable law and regulation.

Section 11. Separated employees will be paid severance pay in accordance with applicable law and regulation.

Section 12. Any employee adversely affected by a RIF shall have the right to initiate a grievance under the negotiated grievance procedure concerning whether the action taken with respect to the employee violated the provisions of this Article, applicable law or regulation.

Section 13. Activities shall maintain RIF records for at least two years from the date of the specific RIF notice to employees.

Article 34: Firefighters

Section 1. Either the local council affiliate or the activity may initiate bargaining over working conditions for firefighters under the provisions of Article 4 of this MLA. Requests for waivers of any provision of this MLA should be in accordance with Article 4, Section 9.

Section 2. The employer and the Council acknowledge that training and certification of the firefighters, in the consolidated bargaining unit, is important in accomplishing both the mission of the employer and the career goals of individual firefighters. Both parties fully support and implement the DoD Firefighter certification program. Specifically:

a. It is acknowledged that all civilian fire department personnel are deemed to be qualified for the position they held as of May 31, 2000.

b. If any person encumbering a position prior to May 31, 2000, does not desire to obtain the certifications for that position, they shall not be removed from it for failing to obtain applicable certificates, as long as they shall continuously occupy that position.

c. Employees who have previously opted out, (and therefore did not take the training opportunities offered by the employer for DoD firefighter certification), who later desire to compete for promotion, must obtain all of the certifications required for their current position through the Career Development Course (CDC) program. (Subject to section (d) below).

d. Should the employer provide DoD firefighter certification training, those employees participating in the certification program will be given the first opportunity for seats, those who have opted out will be given consideration if seats are available. Employees who previously opted out and have since completed the required certifications for their current position are considered to be "Opted In", and will be on equal footing with all other employees for class seats.

e. It is not the employer's responsibility to provide DoD firefighter certification training to those who previously elected to opt out of the certification program.

f. Nothing in this section precludes employees from pursuing certifications at their own expense on their own time.

g. Employees who have not obtained required DoD certifications for their current position through no fault of their own shall have 90 days from the effective date of this agreement to notify management. Management will investigate such claims and if found to be true the employee will have the highest priority for DoD certification training.

h. Given mission and budget requirements:

(1) The employer will provide the requisite funds, time during duty hours, training material, and equipment for those fire department personnel, (who have not previously opted out), to obtain needed DoD certifications for positions at the next higher level. This shall include, but is not necessarily limited to, computer access, International Fire Service Training Association (IFSTA) Manuals, and other pertinent reference materials.

(2) The employer shall authorize time for training and arrange available slots at the DoD Fire Academy. This provides all fire department personnel, who so desire, the opportunity to obtain needed DoD certifications for positions at the next higher level.

(3) Any non-mandatory training conducted during non-duty hours shall not be compensated.

(4) In no case will overtime be paid for non-mandatory training during non-duty hours.

The employer agrees that the practical section of any CDC examination for DoD certification will be administered within 60 days of an individual passing a written examination. The employer agrees that if the activity Fire Department does not have the capability of administering the practical examination, it will arrange for and pay the expenses of having the practical test administered at another installation within the 60-day period.

Article 35: Civilian Employee Assistance Program

Section 1. The employer and the council agree that alcoholism is a treatable illness and drug addiction is a treatable health problem. Therefore, the parties agree to cooperate in an effort eliminate these problems in the work place.

Section 2. Each activity will provide an active Civilian Employee Assistance Program. Knowledgeable and qualified counselors will be made available to assist employees with alcohol, drug, or other medical/behavioral problems.

Section 3

a. The activity will consider the need for continuity of contact and referral services when it is changing the assignments of contact and referral counselors.

b. The activity will consider employees nominated by the local union to serve as contact and referral counselors, and will notify the local union of changes in the assignment of contact and referral counselors.

c. Any such employee appointed to serve as a contact and referral counselor will be given appropriate training to effectively carry out his or her counselor duties. Such counselors will be considered to be in an official duty status while performing assigned counseling duties, provided they would otherwise be in a duty status.

Section 4. Employees are assured that their job security and promotional opportunities will not be jeopardized solely by participating in the Civilian Employee Assistance Program's counseling or referral services, either voluntarily or through activity directed referral.

Section 5. The confidential nature of client records will be safeguarded and information therein shall not be disclosed except as provided by law and regulation.

Article 36: Drug Free Workplace Program

Section 1 General. The parties recognize that the employer's principal mission is to protect the national defense. Accomplishment of this mission requires the highest standards of employee competence, reliability, and integrity. Illegal use or possession of drugs by employees, on or off duty is inconsistent with accomplishing the employer's mission. Such conduct constitutes a hazard to personnel, property, and operations; contributes to reduced employee productivity, reliability, and increases employee absenteeism; and undermines the morale and discipline of the work force. Deterrence of illegal drug use, and detection of employees who illegally use drugs, is, therefore, in furtherance of the employer's national defense mission. Accordingly, the employer, pursuant to Executive Order 12564, has established a Drug Free Workplace Program (DFWP) in furtherance of its national defense mission.

a. Where an employee is entitled to rely on a management personnel policy, rule, or regulation with respect to drug testing, for which the employee derives some benefit; or, conversely, where management's noncompliance would cause an adverse effect on the affected employee, management's own compliance with its personnel policy, rule, or regulation shall be subject to the negotiated grievance procedure. The parties recognize that as of the execution date of the MLA these laws, rules, and regulations include: Executive Order 12564, Pubic Law 100-71, government-wide Department of Health and Human Services and Office of Personnel Management regulations, the Department of the Navy Drug Free Workplace Program (SECNAVINST 12792.3), and Marine Corps Order 12792.1.

b. Employees are required to refrain from the illegal use or possession of drugs, on or off duty, as a condition of continued employment. Persons who illegally possess or use drugs, on or off duty, are not suitable for federal employment because such conduct is contrary to the efficiency of the service. Employees are required to comply with the employees DFWP, and refusal to do so will subject the employee to disciplinary action, including removal from the service.

c. It is agreed that drug abuse, or addiction, may not be used as an excuse for misconduct or less than fully satisfactory work performance. The employee's cooperation of availing him or herself of assistance will be considered by the employer when proposing or effecting disciplinary or adverse action, related to conduct or performance of the employee.

Section 2 Employees Subject to Testing. The goal of the DFWP is deterrence of illegal drug use through a carefully controlled and monitored program of drug testing. The program will include:

a. Random drug testing of bargaining unit employees in Testing Designated Positions (TDPs) and other bargaining unit employees who volunteer to be included in the random testing program.

b. Drug testing of any employee when:

(1) There is a reasonable suspicion that the employee may be using drugs illegally.

(2) The test is authorized as part of an investigation of an accident or unsafe practice and there is a reasonable basis to believe that the employee's actions may have contributed to the incident.

(3) The test is conducted as part of or follow-up to rehabilitation or counseling program under the Civilian Employee Assistance Program (CEAP).

c. Testing of applicants for appointment (including reassignment, transfer, or detail for more than 120 days) in a TDP.

d. All employees required to take a drug test at the direction of the employer will be in a duty status. If the test extends beyond the regular shift, the employee will receive overtime or compensatory time, or be released.

Section 3 Random Selection for Testing. The employer agrees that, except for volunteers, only those employees in TDPs will be subject to random selection for drug testing.

a. TDPs. The employer agrees that designation of a position as a TDP will be in accordance with applicable law, rule, and regulation.

(1) An employee occupying a TDP will receive written notice that his or her position has been determined to meet the criteria and justification for random drug testing at least 30 days before the individual is subject to unannounced random testing.

(2) Any bargaining unit employees selected for random testing will be selected on the basis of neutral criteria.

b. Volunteers. Any bargaining unit employee who does not occupy a TDP may volunteer to be included in the random testing program by informing the command Drug Program Coordinator (DPC) in writing of his or her desire to be included in the pool of TDPs subject to random testing. Employees volunteering to be included in the TDP pool will be subject to the same conditions and procedures for random testing as persons occupying TDPs.

Section 4 Specific Notification of Test. Employees selected for drug testing will be specifically informed of any impending test in accordance with applicable regulations. Each employee will be informed reasonably in advance of each of the following:

a. The reasons for ordering the drug testing and how the employee was selected for the

test (e.g., random, reasonable suspicion, investigation or an accident, etc.).

b. The consequences of a positive result and the consequences of a refusal to cooperate, including possible adverse action(s).

c. The right to grieve actions pursuant to the drug testing program under the negotiated grievance procedure and be represented by the union in those proceedings.

Section 5 Methods and Procedures for Testing. The parties agree that methods and equipment used to test for illegal drug usage will conform to the DHHS mandatory guidelines.

Section 6 Collection Procedures. The employer agrees that collection procedures will be performed in accordance with applicable law, rule, and regulation.

a. Upon direction by management, designated employees will report to the designated location to be tested.

b. Unless direct observation collection is authorized by regulations, employees subject to testing will be permitted to provide a urine specimen in a rest room stall or similar enclosure so that the employee is not observed while providing the sample.

c. All samples collected will be subject to a strict chain of custody.

Section 7 Safe Harbor. The employer agrees to provide an opportunity for assistance to those employees who voluntarily seek treatment for illegal drug use. "Safe Harbor" insulates the employee from discipline only for admitted acts of using illegal drugs when the employer was unaware of such use. An employee will qualify for the "Safe Harbor" provision if he or she meets all of the conditions set forth in CPI 792-3.

Section 8 Administrative Action. Any employee who is determined to be an illegal user of drugs and who occupies a sensitive position must be removed from that position through appropriate personnel action. The employee may be returned to duty in a sensitive position, as part of a counseling or rehabilitation program if, in the sole discretion of the head of the command, he or she determines that returning the employee to duty in the sensitive position would not endanger public health, safety or national security. Such determinations will be made in a fair, equitable, and nondiscriminatory manner.

Section 9 CEAP Referral

a. Employees who receive a first confirmed positive test result, or who voluntarily admit illegal drug use under Section 7, will be referred to the CEAP consistent with CPI 792-3 and other applicable laws, rules, and regulations.

b. When it appears CEAP referral is appropriate, the Union will encourage the

employee to respond positively to the referral.

c. Because of its special relationship with bargaining unit members, the union will guide, support, represent, and otherwise influence an employee to effect the most positive outcome possible.

Section 10 Confidentiality and Safeguarding of Information

a. Records, files, and information pertaining to employee drug tests and test results will be handled confidentially in accordance with applicable laws, rules, and regulations.

b. Information will be released only to those officials of the employer that have a need to know, and are authorized by applicable law, rule or regulation to receive such information.

c. Regardless of the test results, any employee who is the subject of a drug test will, upon written request to the DPC, have access to any records relating to his or her drug test.

Section 11 Union Representation

a. An employee who believes his or her position was improperly designated a TDP may grieve the matter under the negotiated grievance procedure.

b. A grievance concerning an alleged impropriety in the drug testing process will be handled by the parties in the same manner as any other grievance. The parties will cooperate in attempts to resolve any dispute according to the negotiated grievance procedure.

c. The union will be provided information concerning the general drug testing process and the chain of custody consistent with the provisions of 7114(b)(4) of the Statute.

Article 37: Official Travel

Section 1. The employer and the council recognize that employees may be required to travel from their official duty station on official government business and that employees will be compensated for such travel expenses in accordance with law and then existing regulations.

Section 2 Travel Time

a. To the maximum practical extent, management agrees, subject to the "two day per diem rule" and then existing regulations, to schedule the travel of employees for official government business to occur within the traveler's regularly scheduled administrative workweek.

b. When travel on official government business results from an event that cannot be scheduled or controlled administratively, such travel shall be considered hours of work for pay purposes in accordance with law and then existing regulations.

Section 3 Travel Advances. Employees will be advanced travel expenses as follows:

a. Employees Who Have a Government Travel Charge Card (GTCC) (Frequent Travelers)

(1) As used in this Article, the term "frequent travelers" means employees who are expected to travel on official government business three or more times per year. Frequent travelers will be required to apply for a Government contractor-issued travel charge card.

(2) Employees having a GTCC are expected to use the charge card to obtain a cash advance for actual out-of-pocket expenses related to official travel (e.g., meals, incidental expenses, parking, tolls, fuel, etc.). If the employee chooses to decline the charge card or chooses not to use it, the employee will not be issued a travel advance by the activity. Only allowable expenses for official travel will be reimbursed. The GTCC is to be used only for expenses directly related to travel on official Government business.

(3) Employees who are required to travel for extended periods, or on recurring trips of short duration shall have their ATM limit raised to allow the employee access to a minimum of 80% of the estimated meals and incidental expense rate by the APC at the time the orders are issued.

b. Employees Who Do Not Have a GTCC

Travel advances will be provided by the activity at the standard rate (normally 80% of the estimated per diem and miscellaneous expenses and 100% of the estimated transportation costs) provided that the request for the advance is made sufficiently in advance to permit the advance to be processed. Travel advances will be deposited directly to the employee's designated account by electronic funds transfer (EFT). Normally, travel advances will not

be made for travel expenses of less than fifty (50) dollars unless a specific request with supporting justification is made.

Section 4 Credit Checks

Where an employee is required to use the GTCC, and the employer requires a check of the employee's credit history, the results of the inquiry will not adversely affect the employee's performance evaluation or desirability for employment. Information obtained will be considered highly confidential and will be safeguarded from improper use. Access to information obtained will be limited to authorized individuals on a "need to know" basis.

All access to any employee's credit history, or credit information maintained by the activity shall be recorded. Recorded information will include the name of the person accessing the record, the date, and the purpose of the inquiry. Employees, or their representative designated in writing, shall have reasonable access to matters covered by this article.

Section 5 Reimbursement for Official Travel Expenses

a. Travel reimbursement claims must be submitted to the servicing disbursing office within three (3) workdays after completion of travel. All reimbursements for travel expenses will be made by means of Electronic Funds Transfer (EFT) to an account at a financial institution designated by the employee.

b. Overpayment of travel advances must be repaid within 15 days from the date of the disbursing officer's letter of notification. Failure to comply with these requirements will result in travel advances received being deducted from the employee's pay. Absent extenuating circumstances, no travel advances on subsequent travel orders will be authorized if a claim has not been submitted for a previous travel period.

Section 6 Extended Travel (Temporary Additional Duty)

a. If a temporary duty assignment requires a traveler to be away for more than 35 consecutive calendar days on official government business, the activity will, upon request by the employee, allow the traveler to voluntarily return to his or her official duty station during non-work days after the traveler has been away 30 days. The employee will be allowed round-trip travel and transportation expenses not to exceed the travel expense that would have been allowed had the employee remained at the temporary duty station. Authorization for such a return trip will be obtained by the employee in advance of the temporary duty assignment.

b. Except for circumstances beyond management's reasonable control or ability to anticipate, employees who are assigned to work away from their present official duty station for extended (30 days or more) temporary additional duty elsewhere will be notified at least 2 weeks in advance.

Section 7 Travel Orders for Union Representatives

a. Union representatives who are employees of the activity will be issued official travel orders by the activity for travel related to official representational functions authorized by this MLA. Requests for travel orders under this section will be initiated by the Union president or designee by contacting the servicing Human Resources Office for each occasion on which the Union wants to travel under official travel orders.

b. All expenses incurred as Union representatives while traveling under official orders will be the sole responsibility of the Union to pay unless the parties agree otherwise.

Section 8 Government Travel Credit Card Program (GTCC)

a. Legal Requirement to Use Government Travel Credit Card**.** The Travel and Transportation Reform Act of 1998, "TTRA" (Public Law 105-264) imposes the requirement that most official travel will be charged on the GTCC and that the employer must have certain procedures in place regarding travel.

b. The GTCC is an employer tool to be used in carrying out official travel. It is a Government-issued card for official business only and is not a personal credit card of the employee, much the same as a "company credit card" is used in private industry. The Government shall own the credit card and employees' personal credit histories obtained by the GTCC vendor shall be used for the sole purpose of determining what type of travel card will be issued.

c. Employees will not be held responsible for any travel card not within his or her control.

d. The negotiated grievance procedure shall be the exclusive process for resolving disputes relating to issuance and use of the travel charge card.

e. Employees shall not be required to apply for or subject themselves to any credit card or credit card conditions, or to sign or become a party to a third party agreement containing new or changed conditions of employment until such matters have been fully negotiated between the parties under the procedures contained in Article 4 of this Agreement.

f. Employees will not be required to use their personal credit cards or advance their personal funds for Government business.

g. No employees shall be contacted at home or required to use their homes for storage of business records relating to the GTCC.

h. Credit card debts will be paid by split disbursement with the Government forwarding the amount indicated by the employee on the claim form directly to the vendor. At a minimum, the amount forwarded to the vendor will include the cost of

lodging and transportation. Any amount of reimbursement due in excess of that paid to the vendor will be remitted to the employee via electronic funds transfer. Employees will be responsible for paying all travel card charges not covered by the Government's remittance to the vendor under the split disbursement process, including any charges made by persons the employee allows to use the card. Employees will not be responsible for charges made to a lost or stolen Government travel charge card more than 24 hours after the loss is reported.

i. Dispute Resolution

(1) In the event of a billing dispute or other disagreement with the terms and conditions governing use of the card, the employee is responsible for notifying the vendor of the nature of the dispute. The employee may request the assistance of the employer's local travel card program coordinator in filing a dispute. Should it become necessary, the employee may dispose of the card by whatever method is appropriate, including turning it in to the employer for appropriate disposition. Employees are obligated to cooperate fully in pursuing resolution to disputes.

(2) The resolution of any disputes with the travel card vendor or contractor, acting as the employer's agent, will be conducted during the employee's normal duty hours and at the employee's normal place of duty. If an employee is contacted at home, he or she will refer the agent to the duty station and provide the duty phone number and normal hours of work. Employees may have a union representative present during conversations and meetings regarding such disputes.

j. It is understood that by activating, signing or using the Government card and/or the account, or signing the individually billed card account setup or application form of the Department of Defense Travel Card Program, the employee will not be personally bound by the terms and conditions of any vendor agreement between the employer and the vendor. It is understood that the employee is responsible for, and bound by, the terms and conditions of his or her employment with respect to the use of the GTCC.

Employees are subject to discipline or other appropriate measures to ensure compliance with the proper use of the credit card.

l. Employees will be assigned an account either as a restricted or standard account. Restricted accounts generally have lower credit limits, and are subject to more restrictions on their use. Circumstances wherein a restricted account may be established include, but are not limited to:

(1) cases where the cardholder has instructed the vendor not to obtain credit reports; and

(2) cases where the program coordinator has requested or approved a restricted card.

m. Privacy Act

(1) Employees will not be required to waive any legal rights under the Privacy Act or to disclose any personal information to any third party vendor or contractor, or the vendor's agents or attorneys except as required by applicable law, rule, regulation, or the terms of any card agreement entered into by the employee.

(2) Should the vendor require any account information, the employee may be contacted directly at the work site. To the extent the Privacy Act is implicated by travel card use or administration, the employer will comply with the provisions of the Privacy Act.

n. No vendor attorney shall interview, or otherwise have contact with employees without the union being provided an opportunity to be present during such occasions.

Article 38: Alternative Work Schedules

Section 1. Within six (6) months after the effective date of this agreement, activities and local unions will identify which divisions, units, shops, or offices are appropriate for any form of flexible or compressed work schedules. All forms of OPM approved work schedules will be considered. A written list of the identified organizations will be prepared and a copy provided to the union.

Section 2. Change to any established work schedules, including flexible or compressed schedules, is permitted through negotiation between the activity and the local union.

Article 39: Telework

Section 1. The parties recognize that both regular and recurring and *ad hoc* telework arrangements benefit employees and the employer by, among other things:

a. assisting in the recruitment and retention of high quality employees;

b. improving employee morale;

c. allowing employees to established a better balance between their work and personal lives;

d. reducing commuting costs and commuting stress;

e. improving job access and reasonable accommodations for disabled employees;

f. reducing costs for office space and related costs for utilities, parking, etc.;

g. accommodating employees needs for convalescence from short-term injuries or illnesses;

h. accommodating work needs when the regular workspace is unavailable (e.g., during office renovation); and

i. promoting the Marine Corps as an employer of choice.

Section 2. The parties recognize that some positions are not generally eligible for telework. These positions involve tasks that are not suitable to be performed away from the traditional worksite, including tasks that:

a. require the employee to have daily face–to-face contact with the supervisor, colleagues, clients, or the general public in order to perform his or her job effectively, which cannot otherwise be achieved via email, telephone, fax or similar electronic means;

b. require daily access to classified information; or

c. are part of trainee or entry-level positions.

Section 3. Telework, (also known as flexiplace, telecommuting, and work-at-home) programs that meet the intent of Public Law 106-346, Section 359, and other applicable laws, rules and regulations, shall be established at each activity to the maximum extent possible.

a. Within six (6) months after the effective date of this agreement, activities and local unions will negotiate a telework program under Article 4 of this MLA. Such agreements will allow for both regular and recurring and *ad hoc* telework arrangements.

(1) Regular and recurring telework arrangements are approved work schedules allowing eligible employees to work at an approved alternative worksite (including from home) at least one day per biweekly pay period.

(2) *Ad hoc* telework means an approved telework arrangement allowing employees to work from an alternative worksite on an occasional, one-time, or irregular basis. *Ad hoc* telework includes telework of less than one day per pay period. *Ad hoc* telework provides an ideal arrangement for employees who, at infrequent times, have to work on projects or assignments that require intense concentration. Work assignments in this situation may include a specific project or report, such as drafting a local directive, preparing a brief or arguments, preparing an organization's budget submission, reviewing various types of proposals, or preparing research papers. Such situations may occur through the year or be a one-time event. *Ad hoc* telework may also cover short-term assignments, for example, for employees recovering from injury or illness. Supervisor approved web-based distance and continuous learning is examples of *ad hoc* telework.

(3) Local telework programs must recognize that employees who telework must be available to work at the traditional worksite on telework days on an occasional basis if necessitated by work requirements. Conversely, requests by employees to change scheduled telework days in a particular week or biweekly pay period should be accommodated by the supervisor wherever practicable, consistent with mission requirements.

b. Local telework arrangements shall include work-at-home and work from GSA telecenters as appropriate to the location of the local activity. Other worksites (such as those established by state, local or county governments, or provided by private sector organizations for use by teleworkers) may also be approved for use.

c. Teleworkers should be provided with Federal calling cards if duties require making long distance calls on a regular basis. Alternately, the employer may reimburse the employee for such calls.

Section 4 Telework Agreements

a. Prior to commencement of regular and recurring telework arrangements, the supervisor and the employee must complete and sign a Telework Agreement (example at Appendix C) that outlines the terms and conditions of the arrangements. The purpose of the telework agreement is to prescribe the approved alternative worksite, telework scheduling, and to address personnel and security issues. If the agreement is for work from home, the employee must designate one area of the home as the official workstation, and must sign a safety checklist (example at Appendix D) that proclaims the home safe. If the agreement is for a telecenter or other commercial location, the supervisor and the employee must complete the appropriate Telecommuting Facility Reimbursement Information Sheet (or other form required by the Telecenter).

b. Individual participates may terminate their personal telework agreement by giving advance written notice.

c. The employer may modify or terminate a telework arrangement if that arrangement is having a demonstrated undue adverse impact on work operations or performance. Normally the supervisor will provide at least two weeks notice to the employee that the arrangement will be terminated. The transition back to their traditional worksite must be in accordance with established administrative procedures and this MLA.

Section 5 Grievances

If an employee disputes the reason given by a supervisor for not approving him or her for telework or for terminating his or her telework agreement, the employee may submit a grievance using the negotiated grievance procedure.

If the union believes that the employer is not complying with the negotiated policies or applicable laws, rules, or regulations concerning teleworking, the matter may be grieved under the negotiated grievance procedure.

Section 6. Other details of local telework programs, including provisions of phone lines, are subject to local negotiations.

Article 40: Duration

Section 1. This agreement shall become effective on the day approved by the Department of Defense (DoD) or if neither approved nor disapproved by DoD on the 31st day after its execution. This agreement shall remain in effect for a period of three years. Thereafter, this agreement shall remain in effect from year-to-year unless either party shall notify the other in writing, not more than 120 days or less than 45 days, before the expiration date of the agreement of its desire to terminate or renegotiate this agreement.

Section 2. If, pursuant to a negotiability appeal filed by the council, any unresolved issue of negotiability raised by the employer in the course of the negotiations on this MLA is resolved and determined to be mandatory negotiable, the parties will reopen negotiations on such issue at the request of the council.

Section 3. If portions of this agreement are found to be unworkable, this agreement may be opened for modification provided that any such request is submitted in writing, along with the new language being proposed, and both the employer and the council consent to opening the agreement for the purpose requested. A written notice of desire to modify the agreement during the term of the agreement will not have the effect of terminating or modifying the agreement.

Appendix A: Official Time Report for Union Officials on 100% Official Time

Official Time Report
This form is solely for the purpose of accurately reporting the use of official time by union officials who are entitled to conduct labor relations business 100% of their duty time. The purposes for which official time is authorized are contained in Article 8 of the Master Labor Agreement.

Name _____ Pay Period Ending _____

Week 1	Code BA	Code BD	Code BK	Code UT	Code MT	Leave Taken			Daily totals	Code OA	
						Ann'l	Sick	Other		#Hours	Location
Sun											
Mon											
Tue											
Wed											
Thu											
Fri											
Sat											
Weekly Totals											

Week 2	Code BA	Code BD	Code BK	Code UT	Code MT	Leave Taken			Daily totals	Code OA	
						Ann'l	Sick	Other		#Hours	Location
Sun											
Mon											
Tue											
Wed											
Thu											
Fri											
Sat											
Weekly Totals											

Code BA: Contract negotiations, mid-term, or local bargaining.
Code BD: Formal discussions, representation during questioning/investigative interviews, committee meetings.
Code BK: Discuss/investigate employee complaint/grievance, prepare/present reply to proposed disciplinary action; participate in FLRA proceedings, prepare/present MSPB appeal; prepare/present arbitration case, general representation activities.
Code UT: Union-sponsored training includes training requested or provided by the union.
Code MT: Miscellaneous training from other resources. Management offered or sponsored training.
Code OA: Official time used in representing bargaining unit members located off site. This time should also be reported in the total time. Indicate number of hours spent and location.

APPENDIX B: EXAMPLE OF ADR PROGRAM

ALTERNATIVE DISPUTE RESOLUTION PROCESS

1. SITUATION:

a. On October 19, 1996, President Clinton signed the Alternative Dispute Resolution (ADR) Act of 1996 (PL 104-302). The law made permanent the original ADR and Negotiated Rulemaking Acts of 1990. This law does not mandate the use of ADR, but it does require agencies to examine the applicability of ADR to a broad range of administrative disputes.

In Section 571 of the Act, alternative means of dispute is defined to mean any procedure used to resolve a controversy generally with the assistance of a neutral third party.

(2) DoD established its own policy regarding ADR with Directive 5145.5 of April 1996. It directs the use of ADR techniques as an alternative to formal administrative proceedings whenever appropriate.

b. Poor labor management relationship has robbed (Activity Name) of its money and time. In this era of competing with the private sector, (Activity Name) must demonstrate an ability to solve its own problems so that the DoD will not close the base because of excessive and frivolous labor relations costs.

c. A problem or dispute has occurred in the workforce at (Agency Name), which requires resolution. The employee has voluntarily elected ADR to settle the problem. An ADR panel, a neutral mediation group consisting of one management and one bargaining unit employee from outside the disputant's division, has been selected by the Partnership Council Co-Chairs to help resolve the differences between the employee and management.

d. ADR is recognized by all parties as an attempt to settle matters of potential litigation, therefore all records of proceedings and informal transcriptions or conversations thereof will be protected from release from any future forum.

2. MISSION:

On order, an ADR panel meets for no longer than **three (3)** days to assist parties in resolving a mutual problem. The panel will explore options for resolution, which focus on future relationship of the parties, and will develop a fair settlement, which benefits both parties involved in the dispute.

3. EXECUTION:

a. Concept of Operations.

When a dispute occurs in the workplace which the employee and the supervisor cannot resolve, the employee or supervisor will initiate a voluntary and non-binding resolution process by filling out a Request for Alternative Dispute Resolution Form, available at the Union office. The ADR form will be delivered to the Co-Chairs who will decide whether the problem is appropriate for ADR. As soon as possible, an ADR panel (a two member mediation party) will be selected by the ADR Program Administrator or the Co-Chairs and convene at a designated location to mediate a settlement, which is binding, if accepted by the employee. In the event the parties cannot come to mutual settlement of the disputed issue, the ADR panel will resort to arbitration techniques and will call witnesses if required, seek guidance on appropriate statutory laws and personnel regulations, and develop a proposed resolution which is fair to both parties. The purpose of the ADR panel is to foster communication between parties, focus the parties on their interests, and attempt to find a pathway towards a resolution satisfying both parties. The proposed resolution will be out briefed to the Co-Chairs and the Division Director or **his/her designee** (if available) within two-days.

The XO will notify the employee and supervisor of the proposed resolution. If the employee does not agree with the resolution, he or she can proceed under EEO, negotiated grievance procedure, or ULP avenues. Additionally, a notation will be made in future documentation stating, "an attempt to resolve the dispute was tried using ADR." If the supervisor does not agree with the proposed resolution, the Division Director will review the proposed recommendation and will make a decision whether or not the settlement proposal should be enforced.

Any settlement proposal agreed upon cannot interfere with the bargaining rights of the union. Proposals or changes to working conditions must he negotiated with the local union prior to implementation.

If both parties are bargaining unit employees, both must voluntarily agree to participate in a mediation session. Mediation panel will still be one management and one union representative. Parties will attempt resolution using mediation techniques. These panels will be limited to one day to attempt resolution. In the event mediation techniques do not work to resolve the issue, ADR panel members **WILL NOT resort to arbitration techniques** and disputants can proceed through the negotiated grievance procedure.

If both parties are management officials and excluded from the bargaining unit, then both must voluntarily agree to participate in a mediation session. Mediation panel will consist of management representatives. Parties will attempt resolution using mediation techniques. These panels will be limited to one day to attempt resolution. In the event mediation techniques do not work to resolve the issue, ADR panel members WILL NOT resort to arbitration techniques and disputants can proceed through the administrative grievance procedure.

b. Appeal process. In the event of an alleged breach of an ADR agreement, the designated union steward will submit a written letter to the Partnership Council Co-Chairs addressing the specifics of the alleged breach. The Partnership Council Co-Chairs will assemble all original members of the ADR case along with the Division Director. (The purpose of the meeting will be to get all parties to the original agreement together, to clarify the context and intent of the agreement so as to ascertain whether a breach to the agreement has in fact occurred.) Based on the meeting, Co-Chairs and the Director will make a determination as to whether a breach has occurred and what action is to be taken. If an addendum is required to clarify vague language or to clarify the agreement then parties will sign the addendum and it will be come part of the original agreement.

c. Action:

(1) Executive Officer (or the ADR Program Administrator):

With the President AFGE, determine which disputes are appropriate for the ADR panel to hear.

Select one panel member from a pre-designated pool who work at a division outside the disputant's division, ensuring if possible, no member is aware of the dispute or problem.

Notify the Division Director of all panel members and participants who will be required to participate on the ADR panel at least 24 hours prior to the beginning of the ADR process.

Ensure that the Request for Alternative Dispute Resolution Form is properly completed.

Convene the ADR panel as soon as possible after receiving the Request for Alternative Dispute Resolution Form.

(f) Ensure that a meeting place is available.

Ensure each panel member has a binder specifying the ADR process. Keep all procedures current and relevant.

(h) Notify the employee and supervisor of the proposed resolution.

(i) Ensure that all notes taken during the ADR panel are destroyed.

(j) Keep all completed ADR forms in a secure place.

Ensure that the ADR panel pool, management, and AFGE is trained in ADR techniques.

Develop, with the President AFGE an ADR education effort for all employees.

(m) Develop a tracking system to measure and evaluate resolution effectiveness.

The ADR Program Administrator will send a report to the appropriate Divisions, and AFGE stating who was heard before the ADR panel and whether or not resolution was accomplished.

(2) President AFGE:

Ensure all stewards are trained in the ADR process and are aware of how to complete the Request for Alternative Dispute Resolution Form.

With the XO, determine which disputes are appropriate for the ADR panel to hear.

Deliver the ADR Request Form to the Program Administrator as soon as possible.

Select one panel member from a pre-designated pool of bargaining unit members who work outside the disputant's division, ensuring if possible, no member is aware of the dispute or problem.

If requested by the complainant ensure a steward or bargaining unit member observes the ADR panel hearing, as a non-participating member, whenever the employee is called before the ADR panel.

(3) ADR Panel:

(a) Become familiar with the mediation process.

Pool members will not be allowed to sit on the ADR panel if there is a legitimate challenge to their neutrality by either disputant. All challenges will be decided by the Co-Chairs.

(4) Base Administrative Officer. Will be designated as the Alternative Dispute Resolution Program Administrator on behalf of the Executive Officer.

d. Coordinating Instructions:

The ADR panel can be used to mediate EEO cases during the informal counseling stage, ONLY AFTER THE COMPLAINANT HAS CONTACTED AN EEO COUNSELOR.

Issues and interviews heard by the ADR panel are private and confidential, except for the fact that it has convened. Participants to an ADR session will be required to sign an agreement to mediate, and a confidentiality statement stating that they are voluntarily and in good faith engaging in mediation in a attempt to resolve their differences.

The entire ADR process is voluntary and non-binding for the employee who can withdraw at anytime.

(4) The ADR process will be conducted expeditiously.

(5) To the maximum extent permitted by law, all members of the ADR panel will be disqualified as witnesses, consultants, experts or representatives in any pending or future investigation, action, or proceeding relating to the subject matter of the ADR panel. All documents and information produced by the ADR panel will not be subpoenaed in any such investigation, action, or proceeding.

4. ADMINISTRATION AND LOGISTICS

a. ADR panel will provide its own note taking material.

b. Request for Alternative Dispute Resolution Forms may be obtained through the union office either Co-Chair or an EEO Counselor.

c. The ADR Program Administrator is responsible for finding a meeting room.

d. Any assistance the ADR panel requires for expert witnesses, guidance on statutory regulations, or any other assistance will be made to the ADR Program Administrator or either Co-Chairs.

5. COMMAND AND SIGNAL: ADR Charter, Ground Rules, and Guidelines are attached. Any request for further information on the ADR process can be obtained from the following individuals:

FOR THIS EXAMPLE:

Base Administrative Officer	xxx-xxxx	
Base Executive Officer	xxx-xxxx	Partnership Council Co-Chair
President, AFGE Local xxxx	xxx-xxxx	Partnership Council Co-Chair

(Activity Director's Name)
Rank
Title

(AFGE's Name)
AFGE Local xxxx
Title

Attachments:
Steps in Mediation Process
Request for Alternative Dispute Resolution Form
ADR Panel Charter, Panel Ground Rules, and Guidelines

STEPS IN THE MEDIATION PROCESS

Step 1: Parties have met face-to-face to resolve the dispute without success.

Step 2: If complainant is a bargaining unit employee(s), union steward is requested, and steward attempts to mediate a resolution between involved parties.

Step 3: Grievant requests ADR panel.

a. Initiating party completes the Request for ADR form **(The MLA clock stops).**

b. Respondent signs ADR form acknowledging the dispute.

c. Resolution form is delivered to either Co-Chair.

Step 4: Using guidelines developed by the Partnership Council Co-Chairs, determine whether dispute is appropriate for ADR.

a. EEO cases will not be heard unless the employee first consults with an EEO counselor who will guide the employee on filling out the resolution form and in providing guidance on rights.

b. If ADR request does not fall within guidelines, Co-Chairs will send a letter to the complainant stating the reasons why the ADR request is refused.

Step 5: As soon as possible after receipt by either Co-Chair, a two-person ADR panel is formed and parties convene to attempt resolution.

Step 6: ADR participants sign agreement to mediate and confidentiality statement stating that all information discussed during the mediation process is to be kept in confidence.

Stage 1: Introduction/Orientation/Trust Building Stage. Opening statements/explain mediation process/acknowledge parties willingness to attempt to resolve dispute/time limits and scope of authority/transition.

Stage 2: Uninterrupted Time. Each party in-turn briefly states issues and perspective, develop understanding of other position.

Stage 3: The Exchange. Parties exchange understandings of conflict, move focus on past to future, develop understanding of other position.

Stage 4: Building the Agreement. Brainstorm possibilities without evaluating/develop objective criteria based on interests, prioritize and select best possibilities.

Stage 5: Writing the Agreement. ADR panel consults with parties jointly and actively involves the disputants in developing a mutually agreeable settlement agreement. The **non-participating** steward, or bargaining unit member, **does not participate in developing the settlement agreement**. **MAKE SURE THE AGREEMENT STATES EXACTLY WHAT IS BEING AGREED TO. CHECK AND RE-CHECK THE VERBAGE SO AS TO MINIMIZE ANY MISINTERPRETATION BY ANYONE HAVING TO TAKE ACTION ON THE AGREEMENT.** If resolution is reached**, get signatures of all parties to the agreement.**

Stage 6: Closing Statements. Summarize the outcome, give strokes for hard work, encourage follow through.

Step 7: Unresolved Issue. In the event mediation techniques do not work to resolve the issue, ADR panel members can resort to arbitration techniques and can further investigate issues unresolved, and then can

propose a resolution which is fair to both parties based upon the information presented and discovered by further investigation.

STAGES IN THE ARBITRATION PROCESS:

Stage 1: Investigate and verify information presented by both parties during mediation.

Stage 2: Jointly interview any witnesses to dispute.

Stage 3: Discuss options with the Human Resources Office Labor/Employee Relations Specialist. (Phone Number)

Stage 4: Write proposed resolution based on information researched and interests of parties. Actively involve the LR Specialist when drafting the resolution. Consult with LR as to the proposed resolution to ensure any personnel actions are within OPM guidelines. Make sure the law and regulations permit the actions the panel proposes.

Stage 5: Closing Statements. Summarize proposed resolution with both parties concurrently, verify accuracy of facts and interests. This will be another last chance to get the parties to come to some type of mutual agreement prior to out briefing the Co-Chairs and the Division Director.

Stage 6:

a. No later than three (3) days after formation, the ADR panel will contact the ADR Program Administrator to set up an out brief with the Co-Chairs and Division Director concurrently. The panel will deliver proposed resolution to the Program Administrator for review by the LR Specialist prior to the scheduled out brief.

b. The LR Specialist reviews the settlement agreement or the proposed arbitrated resolution proposal to ensure the document meets all legal and statutory requirements, and any personnel actions are within OPM guidelines.

c. Co-Chairs will obtain signatures to the agreement following the out brief by the ADR panel if not already signed.

d. **If the supervisor does not accept the proposed settlement,** the Division Director will review the proposed recommendation and will make a decision whether or not the settlement should be enforced.

e. **If the employee does not accept the proposed settlement**, the Division Director will review the proposed settlement and will attempt to resolve the issue. If no resolution is reached at the director's level, then the employee can proceed through other formal channels.

Stage 7: ADR panel disbands.

Stage 8: Copy of the agreement will be provided to both parties, the department director, and the union once all signatures are affixed.

REQUEST FOR ALTERNATIVE DISPUTE RESOLUTION

PART 1: EMPLOYEE INFORMATION **DATE RECEIVED**_____

NAME **DEPARTMENT** **PHONE NUMBER**

INITIATOR'S CLAIM: (Address the specific instance(s) and specifically who, what, where, and how)

RESPONDENT'S NAME **DEPARTMENT** **PHONE NUMBER**

SUPERVISOR'S ACKNOWLEDGEMENT

I _____have attempted to resolve the employee's issue and understand that the issue will be presented to an ADR panel to attempt mediation of a resolution.

EMPLOYEE ACKNOWLEDGEMENT

I _____hereby affirm that I enter this ADR process voluntarily, knowingly, and after consultation with _____a union steward.

I have read and understand the ADR flowchart, steps, and the ADR Panel Charter.

I have NO EEO COMPLAINT or GRIEVANCE on file regarding the issues addressed in my claim.

If discrimination is being alleged, I have seen an EEO Counselor, and this ADR Panel constitutes informal EEO counseling.

INITIAL AFTER EACH ITEM ABOVE

PART II

DATE RECEIVED_____ **DATE PANEL CONVENED**_____

PANEL MEMBERS

MANAGEMENT **AFGE**

Proposed Resolution:_____ **Date Proposed:**_____

Labor Relations Comment:

PART III (RESOLUTION) **DATE:**_____

I accept/do not accept and will comply with the proposed resolution T ime:_____

Accept/Do Not Accept **Accept/Do Not Accept**

_____ _____

INITIATOR, DATE **RESPONDENT, DATE**

CHARTER - ADR PANEL *SAMPLE* LETTER

From: Co-Chairpersons, (Activity Name), (Activity) Partnership Council

Subj: CHARTER – ADR PANEL

1. PURPOSE: The purpose of the ADR Panel is to use alternative dispute resolution methods to settle differences and problems in order to improve effectiveness, communication, productivity, and enhance morale of the employees at (Activity Name). ADR panel will propose non-binding resolutions using wisdom, problem solving, and mediation skills before traditional avenues of redress, grievance, ULP, or EEO complaints are formally raised.

2. MEMBERS: The ADR Panel is a diverse and neutral body consisting of management and union representatives who are selected to resolve conflicts and issues in controversy. The Partnership Co-Chairs will select the panel; the President AFGE Local xxxx will select three union members, and the Base Executive Officer will select three management representatives. Panel members must have completed the ADR training prior to assignment on the ADR panel. The Partnership Co-Chairs will dictate the training prerequisites.

The ADR panel will adhere to the following:

a. Be neutral and impartial;

b. Propose a resolution to a problem or dispute that **benefits both parties**;

c. Think out of the box to develop creative and innovative resolutions;

d. Consider personal problems/reasons as well as practical/work related reasons from employees and management;

e. **Actively involve the disputants in developing a mutual agreeable resolution**;

f. Thoroughly examine all evidence and interview witnesses to determine a resolution which benefits both management and the employee;

g. Obtain **assistance on statutory regulations** or **independent expert advice** (i.e., LR, Comptroller, etc.) when necessary during the hearing, and when developing a resolution;

h. Work as a team;

i. Will strive to reach consensus on all decisions;

(1) A consensus is a decision that ALL panel members can support.

If consensus cannot be reached, a decision will be made by majority decision. A majority decision is two union and two management panel members in agreement.

If a majority decision cannot be made within five (5) working days, the ADR panel will disband and the complainant will be allowed to pursue other avenues to solve the problem.

j. Meet when and where assigned by the Co-Chairs;

k. Be the members primary duty until a resolution can be developed or at the end of five (5) working days, whichever is sooner;

l. Disband once a resolution is developed and presented to the Co-Chairs;

The panel may be disbanded at anytime by written notice to the parties if the panel believes that any party is not acting in good faith, or if further mediation efforts would not be useful.

m. Provide a proposed resolution to the Co-Chairs within five (5) days after hearing the problem;

n. Deliver all notes and written statements used during discussions to the Co-Chairs for disposal;

o. Ensure Part II of the Resolution Forms are properly completed, and

p. Control their own procedural aspects. There are no specific directions or rules on how to develop a resolution or conduct the ADR Panel. If any difficulties or unforeseen problems occur during the Panel, the XO or President AFGE will be notified to give assistance or guidance.

ADR PANEL GROUND RULES

- The ADR panel will be neutral and impartial.

- All members will be considered equal.

- Have an open mind.

- No personal attacks.

- Discuss several alternatives to solve the problem.

- Consider personal matters in mitigation and extenuation as well as practical work related reasons from both parties involved in the dispute.

- All notes or statements used will be submitted with the proposed resolution to the Co-Chairs.

- The ADR panel will be responsible for drafting the resolution and deliver the final proposal to the Co-Chairs for review.

- All members of the panel will acknowledge their part in developing the proposed resolution by signing it.

- All requests to gather evidence and obtain assistance or independent advice on statutory regulations will be submitted to the Executive Officer.

- Requests for witnesses will be made to the Division Director of that employee at the moment when the witness is required. No witness will wait outside to be called.

- All information obtained and interviews heard are strictly private and confidential.

- All witnesses will be interviewed by the panel as a whole. No witnesses will be interviewed by a single member or portion of the panel.

- Submit a proposed resolution to the Co-Chairs within five (5) days.

- EEO counselors **CANNOT** be called as witnesses.

- Stick to the specific issues as outlined in the claim.

ADR PANEL GROUND RULES

- Actively involve the LR Specialist when drafting the resolution. Make sure the law and regulations permit actions the panel proposes. Do not write a check if you do not have the cash in the bank to cover it.

MAKE SURE THE AGREEMENT STATES EXACTLY WHAT IS BEING AGREED TO. CHECK AND RE-CHECK THE VERBAGE SO AS TO MINIMIZE ANY MISINERPRETATION BYANYONE HAVING TO TAKE ACTION ON THE AGREEMENT.

GUIDELINES

- The parties have indicated they want to settle.

- Safety issues have been compromised.

- The dispute is primarily factual.

- Positions of each side has merit.

- The cost of litigating the dispute would exceed the potential recovery.

- Does not require extensive investigation—only limited fact finding.

- A speedy resolution is desirable.

- The case lends itself to a settlement.

- A strong presentation will give one side or the other a more realistic attitude about the case.

- A mediator could help diffuse the emotion or hostility which may inhibit an appropriate settlement of the dispute.

- The evaluation of a neutral advisor could help break the stalemate.

- There is a continuous relationship among the parties.

- Want/need to maintain control of the process.

- ADR must start BEFORE the issue has been raised to the first step of the negotiated grievance procedure.

- **ADR must be initiated within the time constraints stipulated in the Master Labor Agreement (MLA).**

- Supervisor cannot stop the process, ADR process will go forward. Supervisor's signature acknowledges awareness of the issue.

- In cases where the Division Director does not agree with the resolution, the issue can be elevated to the Base Commander who has final decision authority.

INAPPROPRIATE ISSUES FOR ADR

- The dispute is primarily over issues of law.

- The issue sets precedence.

- A policy question is involved.

- A full public record of the proceeding is important.

- The outcome would significantly affect non-parties.

- The costs of using an ADR procedure would probably be greater (in time and money) than the cost of pursuing litigation.

- The case involves a willful or criminal violation of law.

- There is no *Bona fide* dispute; one side's case is without merit.

- One side has no motivation to settle.

- More time must elapse before each side's position and settlement possibilities can be evaluated.

- Case likely to be resolved efficiently without assistance (e.g., settle, motion).

- Case involves fraud.

- Non-selection.

- Anything that would compromise safety.

- The dispute involves a performance appraisal rating..

- The case involves a performance award.

UNACCEPTABLE REMEDIES

- Disciplinary actions sought by either party.

- Punitive monetary compensation.

- Moves to another position as last resort only.

- Permanent promotions.

- Demotions.

- Anything that will compromise safety.

APPENDIX C: TELEWORK AGREEMENT

DEPARTMENT OF DEFENSE

The following constitutes the terms and conditions of the telework agreement between:

Employee: _____
Last Name First Name Initial

Title _____
Pay Plan _____ Series _____ Grade _____

DoD Component: _____
Days in Pay Period Employee is Authorized to Telework

The employee is approved to work at the approved alternative worksite specified below in accordance with the following schedule:

DAY	EACH WEEK	PER PAY PERIOD	DUTY HOURS *(specify hours of work and lunch break)*
MON			
TUES			
WED			
THU			
FRI			

Alternative Worksite

The employee's alternative worksite is:

☐ GSA Telecenter
Address: _____
Phone: _____ Fax: _____ Email: _____
_____ _____ _____

☐ *Other approved worksite*
Address: _____
Phone: _____ Fax: _____ Email: _____

Changes to Telework Arrangement

Employees who telework, and live within local commuting distance of the traditional worksite, must be available to work at the traditional worksite on telework days on an occasional basis if necessitated by work requirements, following advance notice by their supervisor. Requests by the employee to change his or her scheduled telework day in a particular week or period should be considered by the supervisor wherever practicable.

A permanent change in the telework arrangement must be reflected in a new Telework Agreement.

Work-at-Home Telework

It is the responsibility of the employee to ensure that a proper work environment is maintained while teleworking.

Work-at-home teleworkers must complete and sign the Self-Certification Safety Checklist (Appendix C to the DoD Telework Guidance) that proclaims the home safe for an official home worksite, to ensure that all the requirements to do official work are met in an environment that allows the tasks to be performed safely. The employee agrees to permit inspections by agency representatives as required, during normal working hours, to ensure proper maintenance of any government-owned property and conformance with safety standards. The employee will be provided advance notice of any inspection.
For work at home arrangements, the employee is required to designate one area in the home as the official work or office area that is suitable for the performance of official government business. The government's potential exposure to liability is restricted to this official work or office area for the purposes of telework. The government is not responsible for any operating costs that are associated with the employee using his or her personal residence as an alternative worksite, including home maintenance, insurance, or utilities.

Official Duty Station

The employee's official duty station for such purposes as special salary rates, locality pay adjustments, and travel is _____. The Official duty Station corresponds to that found on the most recent SF 50, Notification of Personnel Action.

T**ime and Attendance, Work Performance and Overtime**

Time spent in a telecommuting status must be accounted for and reported in the same manner as if the employee reported for duty at the work site.

The employee is required to complete all assigned work, consistent with the approach adopted for all other employees in the work group, and according to standards and guidelines in the employee's performance plan.

The employee agrees to work overtime only when ordered and approved by the supervisor in advance. Employees who work overtime without such prior approval may be subject to disciplinary action.
Security

No classified documents (hard copy or electronic) may be taken to an employee's alternative worksite. For Official Use Only and sensitive non-classified data may be taken to alternative worksites if necessary precautions are taken to protect the data, consistent with DoD regulations. The employee is responsible for the security of all official data, protection of any government furnished equipment and property, and carrying out the mission of DoD at the alternate work site.

Equipment

The employee may be approved to use his or her own personal computer and equipment while teleworking from home. The employee agrees to install, service, and maintain any personal equipment used. The Component is responsible for the maintenance of all Government-owned equipment. The employee may be required to bring such equipment into the office for maintenance. Family members and friends of the employee are not authorized use of Government-owned equipment.

Liability and Injury Compensation
The Government is not liable for damages to the employee's personal or real property while the employee is working at the approved alternative worksite, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military and Civilian Employees Claims Act.

The employee is covered by the Federal Employees Compensation Act (FECA) when injured or suffering from work-related illnesses while conducting official government business. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative worksite while performing official duties and to complete any required forms.
Standards of Conduct

The employee agrees that he/she continues to be bound by the Department of Defense standards of conduct while working at the alternative worksite.
Mileage Savings

The employee estimates that the telework arrangement will result in a reduction of approximately _____ miles traveled in commuting per week.
Termination of the Telework Agreement

This telework agreement can be terminated by either the employee or the supervisor by giving advance written notice. Management has the right to end participation in the program should an employee's performance not meet the prescribed standard, or the

teleworking arrangement fails to meet organizational needs.

Date of Commencement

The telework arrangement covered by this Agreement will commence on:

_____

(Date)

For the period of recuperation from a work-related injury.

Signatures

_____

Employee Date

_____

Supervisor Date

APPENDIX D: SELF-CERTIFICATION SAFETY CHECKLIST

DoD TELEWORK PROGRAM

The following checklist is designed to assess the overall safety of the alternate worksite. The participating employee should complete the checklist, sign and date it, and return it to his or her Supervisor (and retain a copy for his or her own records).

1. Are temperature, noise, ventilation, and lighting levels adequate for maintaining your normal level of job performance?	**Yes [ ] No [ ]**
2. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires or fixtures, exposed wiring on the ceiling or walls)?	**Yes [ ] No [ ]**
3. Will the building's electrical system permit the grounding of electrical equipment (a three-prong receptacle)?	**Yes [ ] No [ ]**
4. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?	**Yes [ ] No [ ]**
5. Are file cabinets and storage closets arranged so drawers and doors do not enter into walkways?	**Yes [ ] No [ ]**
6. Are phone lines, electrical cords, and surge protectors secured under a desk or alongside a baseboard?	**Yes [ ] No [ ]**

Employee's Signature _____ **Date**_____

NAME: _____COMPONENT: _____

POSITION: _____

ADDRESS: _____

ALTERNATIVE WORKSITE TELEPHONE: _____

SUPERVISOR'S NAME: _____

EXECUTION/SIGNATURES AND APPROVAL

In witness to the fact that the foregoing Agreement has been executed by the U.S. Marine Corps and the American Federation of Government Employees, the chief negotiators for the parties hereby sign it on this 21st day of November to become effective the date the Agreement is approved by the Secretary of Defense.

For the American Federation of Government Employees, AFL/CIO:

JIM JONES
Chief Negotiator

For the United States Marine Corps:

LEE S. GALE
Chief Negotiator

Other members of the AFGE negotiating team:

Dale B. Schafer
President, Council 240

Benjamin E. Martin
1st Vice President, Council 240

Daniel D. Bunnell
President, Local 2018

Larry W. Dowdy
President, Local 2317

Chris Moya
President, Local 1482

Raymond C. Schiebel
President, Local 1786

Other members of the Marine Corps negotiating team:

Dean Legacy
MPO-37, HQMC

Don W. Collins
MCB, Camp Lejeune, NC

Major Michael P. Gilbert
MCB, Camp Pendleton,CA

Major Terry D. Owens
MCRD, Parris Island, SC

Patricia M. Snyder
MCLB, Barstow, CA

Michelle C. Nereng
MPO-37, HQMC

This agreement was approved by the Secretary of Defense on the 20th day of Dec, 2002 and is effective 20 Dec 2002.

Signature Not Verified

Digitally signed by Randy Leazer
Date: 2003.02.21 12:28:53 -08'00'
Reason: PDF creator: R. Leazer, Doc Manager: M.Nereng @ HQMC